
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
EXTENSION TO THE AGREEMENT WITH THE GREATER ROCHELLE
ECONOMIC DEVELOPMENT CORPORATION FOR ECONOMIC DEVELOPMENT
SERVICES**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM MCDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
JOHN GRUBEN
ROSAELIA ARTEAGA

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray Chicago, LLC, City Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
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SERVICES**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle (“City”), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, the City of Rochelle owns and operates a railroad known as the City of Rochelle Railroad which has been assigned the designation of CIR from the American Railroad Association (hereinafter referred to as “CIR”); and

WHEREAS, GREDCO is a not-for-profit entity incorporated in the State of Illinois and is qualified under the Internal Revenue Code as a Section 501(c)(4) entity, and has been instrumental in developing industry and other business opportunities for the City of Rochelle utilizing and promoting the CIR; and

WHEREAS, the mission of GREDCO is to participate in, sponsor, and promote economic development for the City of Rochelle and its citizens, facilitated in significant part by GREDCO’s actions; and

WHEREAS, on September 23, 2019, the Mayor and City Council considered and approved a consulting agreement with GREDCO, which is set to expire May 2023; and

WHEREAS, staff and the City Manager believe that a 2-year extension, per the terms of the previously approved agreement, will continue to foster economic development of the City’s railroad; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to enter into and execute an extension to the agreement with GREDCO; and

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
ROCHELLE, ILLINOIS:**

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle authorize the City Manager to execute enter into and execute an extension to the agreement with GREDCO, which has been attached hereto as Exhibit A, in a form subject to review and revision by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, resolution, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 13th day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13th day of February, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
(Not for execution)

**EXTENSION TO THE AGREEMENT BETWEEN GREATER ROCHELLE
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF ROCHELLE**

THIS EXTENSION TO THE AGREEMENT (the "Agreement") entered this day of February __, 2013, by and between GREATER ROCHELLE ECONOMIC DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (hereinafter referred to as "GREDCO"), and the CITY OF ROCHELLE, an Illinois municipal corporation (hereinafter referred to as the "City of Rochelle" or as the "City"), collectively referred to as the "Parties" and each as a "Party."

W I T N E S S E T H :

WHEREAS, the City of Rochelle owns and operates a railroad known as the City of Rochelle Railroad which has been assigned the designation of CIR from the American Railroad Association (hereinafter referred to as "CIR"); and

WHEREAS, GREDCO is a not-for-profit entity incorporated in the State of Illinois and is qualified under the Internal Revenue Code as a Section 501(C)(4) entity, and has been instrumental in developing industry and other business opportunities for the City of Rochelle utilizing and promoting the CIR; and

WHEREAS, the City of Rochelle previously approved an agreement with GREDCO on September 27, 2019, which is set to expire May 2023; and

WHEREAS, the agreement allows for two separate 2-year extensions; and

WHEREAS, the City of Rochelle is desirous that GREDCO continue work for the benefit of the City of Rochelle to facilitate economic development and to enter into the first 2-year extension; and

WHEREAS, the City of Rochelle and GREDCO agree it is in their respective best interests to enter into this Extension to the Agreement between GREDCO and the City of Rochelle.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Pursuant to Paragraph 3 of the September 23, 2019 agreement between GREDCO and the CITY of Rochelle, the parties agree to extend the agreement two years beyond the current term of the mayor of the City of Rochelle.

2. Any notice required or permitted hereunder shall be personally delivered or sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To City of Rochelle:

City of Rochelle

420 N. 6th St.
Rochelle, IL 61068
Attn: City Manager

To GREDCO:

GREDCO
501 6th Ave. - Suite 1
Rochelle, IL 61068
Attn: GREDCO President

3. All other terms in the September 23, 2019 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on their behalf, as of the _____ day of February, 2023.

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION, an Illinois
not-for-profit corporation

By _____
Its Authorized Officer

CITY OF ROCHELLE, an Illinois municipal
corporation

By: _____
City Manager

Attest: _____
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION
TO THE AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT
CORPORATION FOR ECONOMIC DEVELOPMENT SERVICES” which was adopted by the
Mayor and City Council of the City of Rochelle on February 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13th day of February, 2023.

CITY CLERK