
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG-ROCHELLE
COMMUNITY PARK DISTRICT**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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KATE SHAW-DICKEY
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ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

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Peterson, Johnson, and Murray, LLC
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INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG-ROCHELLE
COMMUNITY PARK DISTRICT**

RESOLUTION NO. _____

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 City of Rochelle (herein after “City”) is a non-home rule municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the Flagg-Rochelle Community Park District (herein after “Park District”), is a park district organized under the Illinois Park District Code; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into intergovernmental Agreements for the performance of governmental services, activities and undertakings; and

WHEREAS, the City and the Park District previously entered into an Intergovernmental Agreement (“IGA”) on March 20, 2012, relating to the acquisition and leasing of certain real estate located within the City and the Park District, improved with a golf course, restaurant and ancillary facilities, consisting generally of approximately 74.285 acres (“Property”); and

WHEREAS, the Property was subsequently subdivided into a restaurant parcel consisting of 1.524 acres (“Restaurant Parcel”) and a golf course parcel consisting of the remainder of the Property (“Golf Course Parcel”); and

WHEREAS, the parties subsequently entered into a First Amendment to the IGA, dated March 15, 2016, relating to their joint operation of the golf course (but not the restaurant) located on the Property; and

WHEREAS, the parties subsequently entered into a Second Amendment to the IGA, dated June 27, 2016, amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

WHEREAS, the parties subsequently entered into a Third Amendment to the IGA, dated November 19, 2018, again amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

WHEREAS, the parties subsequently entered into a Fourth Amendment to the IGA, dated October 23, 2023, again amending Section 5 entitled “Sale of Restaurant; Joint Operation of ,Golf Course”; and

WHEREAS, the parties wish to further amend the Agreement to further provide for their continued joint operation of the golf course located on the Golf Course Parcel, which currently expires in 2024, for a term of five years with an automatic extension at the end of the five year term for an additional five years; unless either party wishes to amend the agreement at that time; and

WHEREAS, entering into a Fifth Amendment to the Intergovernmental Agreement with Flagg-Rochelle Community Park District is in the best interests of both the City and the Park District and is necessary to carry on with the cooperative relationship for the future operation of the golf course.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCHELLE, ILLINOIS as follows:

SECTION ONE: The foregoing Recitals are not mere preparatory language but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO: The City Manager is authorized and directed, by this action of the City Council, to take all steps necessary to enter into the Fifth Amendment to the Intergovernmental Agreement with Flagg-Rochelle Community Park District (attached herein as Exhibit 1); and all ancillary documents for the transaction, subject to review as to form and substance 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, ordinance, 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.

APPROVED THIS 23rd day of September, 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1
**FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROCHELLE
AND THE FLAGG-ROCHELLE COMMUNITY PARK DISTRICT
(ROCHELLE GOLF COURSE PROPERTY)**

This Fifth Amendment to Intergovernmental Agreement (“Agreement”), effective as of the 23rd Day of September, between the City of Rochelle, an Illinois municipal corporation, and the Flagg-Rochelle Community Park District, an Illinois municipal corporation:

WITNESSETH

WHEREAS, the parties entered into an Intergovernmental Agreement dated March 20, 2013 ("Agreement"), relating to the acquisition and leasing of certain real estate located within the City and the Park District, improved with a golf course, restaurant and ancillary facilities, consisting generally of approximately 74.285 acres ("Property"); and

WHEREAS, the Property was subsequently subdivided into a restaurant parcel consisting of 1.524 acres legally described as shown in Exhibit A ("Restaurant Parcel") and a golf course parcel consisting of the remainder of the Property ("Golf Course Parcel"); and

WHEREAS, the parties subsequently entered into a First Amendment to the Agreement, dated March 15, 2016, relating to their joint operation of the golf course (but not the restaurant) located on the Property; and

WHEREAS, the parties subsequently entered into a Second Amendment to the Agreement, dated June 27, 2016, amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

WHEREAS, the parties subsequently entered into a Third Amendment to the Agreement, dated November 19, 2018, again amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

WHEREAS, the parties subsequently entered into a Fourth Amendment to the IGA, dated October 23, 2023, again amending Section 5 entitled “Sale of Restaurant; Joint Operation of ,Golf Course”; and

WHEREAS, the parties wish to further amend the Agreement to further provide for their continued joint operation of the golf course located on the Golf Course Parcel, which currently expires in 2024, for a term of five years with an automatic extension at the end of the five year

term for an additional five years; unless either party wishes to amend the agreement at that time; and

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, and pursuant to authorization of the governing boards of the parties enacted in accordance with all applicable statutes and ordinances, the parties agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended, effective as of the date set forth above, in the following particulars:

(a) Section 5, as amended, is stricken from the Agreement and a new Section 5 is inserted in the Agreement, to read in its entirety as follows:

“5. Sale of Restaurant; Joint Operation of Golf Course.

The parties shall jointly operate the golf course facility (but not the restaurant) on the terms set forth herein, or on such other terms as to which the parties may mutually agree, for the 2025-2029 golf seasons with an automatic five-year extension after the 2029 season, unless either party wishes to amend the agreement at that time. The terms of such joint operation shall include the following: (i) the City through the City Manager, with the consent of the Park District, shall hire a golf course manager, and such other employees as may be necessary for the operation of the golf course, all of whom shall be City employees; (ii) the golf course manager shall supervise all such employees, and shall report to the City Manager, who shall be responsible to oversee the golf course manager's management of the golf course, with the input of the Park District; (iii) all revenues and expenses of the golf course shall be processed through the City's financial department and paid by the City, with each party ultimately bearing responsibility for 50% of any net gain or loss on an annual basis, following an accounting of same by the City; provided, however, that the total contributions of the parties toward the operation of the golf course shall not exceed \$150,000.00 each for each golf season, with each party contributing 50%. Contributions for capital projects over \$25,000 will be agreed upon on a per-project basis upon approval of both boards.

2. Recordable Memorandum. The parties shall execute a memorandum of the Agreement, as amended by the First, Second, Third and Fourth Amendments, and as further amended by this Fifth Amendment, and cause the same to be recorded in the Office of the Ogle County Recorder.

3. Other Terms. Except as expressly amended herein, the terms of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to the Agreement to be executed as of the date first above written.

CITY OF ROCHELLE, an Illinois municipal
corporation

By: _____
JEFF FIEGENSCHUH
City Manager

Attest: _____
ROSE HUERAMO
City Clerk

FLAGG ROCHELLE COMMUNITY
PARK DISTRICT, an Illinois municipal
corporation

By: _____
TIM HAYDEN
President

Attest: _____
Secretary

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. _____,
“RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG-ROCHELLE COMMUNITY
PARK DISTRICT” which was adopted by the Mayor and City Council of the City of Rochelle on
September 23, 2024 .

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 23rd Day of September 2024.

CITY CLERK