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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**RESOLUTION**  
**NO. \_\_\_\_\_**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW  
AGREEMENT BETWEEN ROCHELLE WASTE DISPOSAL, LLC, AN  
ILLINOIS LIMITED LIABILITY COMPANY AND THE CITY OF  
ROCHELLE**

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**JOHN BEARROWS, Mayor**  
**SUE MESSER, City Clerk**

**TOM MCDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**DON BURKE**

**City Council**

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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

**CITY OF ROCHELLE**  
Ogle County, Illinois

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT  
BETWEEN ROCHELLE WASTE DISPOSAL, LLC, AN ILLINOIS LIMITED  
LIABILITY COMPANY AND THE CITY OF ROCHELLE**

**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 and Rochelle Waste Disposal, LLC, an Illinois Limited Liability Company (“the Operator”) are prepared to construct the improvements along Mulford Road (“Mulford Road Improvements”) anticipated under the amendment for Restated Host Agreement for the Operation and Development of the Rochelle Municipal Landfill No. 2 Ord. #08-3668 (“Host Agreement”), the Agreement for Third Amendment to the Restatement of Host Agreement for Operation/Development of City of Rochelle Landfill No. 2 (“Host Agreement Amendment #3); and

**WHEREAS**, the Operator is required to place the full amount of the construction costs of the Mulford Road Improvements into an Escrow Account per the Agreement for Third Amendment to the Restatement of Host Agreement for Operation/Development of City of Rochelle Landfill No. 2 (“Host Agreement Amendment #3); and

**WHEREAS**, the City has received bids January 23, 2020 in which a low Alternate bid in the amount of \$1,149,389.78 was received by Martin and Company Excavating for the Mulford Road Improvements, which has been accepted and approved for contract by the City; and

**WHEREAS**, the City Engineer has reviewed the bid with the Operator and the Operator shall deposit in cash a minimum of \$1,375,000.00 which includes 100% of the actual Alternate Base Bid costs for the Mulford Road Improvements, plus 10% contingency, plus costs related to Right of Way acquisition required for the construction project, and the costs for Construction Engineering and Testing Services meets the Host Agreement, Host Agreement amendment #3, and requirements of the Section 86-52 of Chapter 86 Subdivisions for Public Land Improvements, Article II of the Rochelle Municipal Code; And

**WHEREAS**, the parties intend that the construction of the Mulford Road Improvements begin as soon as practical in April 2020 with periodic payments for the construction and construction related items or services to be paid from the escrow in accordance with the provisions of this Escrow Agreement; and

**WHEREAS**, the City has previously negotiated and now desires to enter into an Escrow Agreement (“Agreement”), attached hereto as Exhibit 1, with the Operator; 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 approve said Agreement: 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 hereby authorize the City Manager and/or his designee to execute said Agreement with the Operator, attached hereto as Exhibit 1, memorializing said Agreement, subject to review and revision as to form 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.

PASSED THIS 10th day of February, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of February, 2020.

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MAYOR

ATTEST:

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CITY CLERK

STATE OF ILLINOIS        )  
  )  
COUNTY OF OGLE         )        SS.

CERTIFICATE

I, \_\_\_\_\_, 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 THE EXECUTION OF AN ESCROW AGREEMENT BETWEEN ROCHELLE WASTE DISPOSAL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CITY OF ROCHELLE,” which was adopted by the Mayor and City Council of the City of Rochelle on February 10, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of February, 2018.

\_\_\_\_\_  
CITY CLERK