

**Memorandum**  
**Community Economic Development Department**



**To:** Thomas Thomas, City Manager  
**Subject:** Hill & Valley Inc. Relocation Expenses  
**Date:** December 11, 2013

---

The relocation of Hill & Valley, Inc. requires a separate agreement covering Five Hundred Thousand Dollars (\$500,000) in relocation expenses. The agreement calls for actual expenses up to \$500,000 to be reimbursed to Hill & Valley. They will be reimbursed after the City receives appropriate documentation from Hill & Valley.

**RECOMMENDATION:**

The Community & Economic Development Department recommends that the Council approve an agreement with Hill & Valley Inc. for relocation expenses subject to minor attorney modifications and authorize its execution by the City Manager.

**Submitted by:** Jeffery A. Eder, Assistant City Manager / Community & Economic Development Director

---

**Approved by:** Thomas Thomas, City Manager

## Hill & Valley Relocation Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of December, 2013 by and between Hill & Valley Inc. ("Company ") and the CITY OF ROCK ISLAND, an Illinois Municipal Corporation ("City").

WHEREAS, the Company intends to relocate to a redeveloped property for within the Columbia Park Redevelopment Project area (the "Columbia Park TIF") as part of the implementation of the Columbia Park Plan, and;

WHEREAS, it is in the best interest of the City to support development within the Columbia Park Redevelopment Project Area;

NOW THEREFORE, the parties, in exchange for the promises herein contained the receipt and sufficiency of which are hereby acknowledged agree as follows:

1. The Company intends to locate to a newly developed facility.
2. The City intends to reimburse the Company up to Five Hundred Thousand Dollars (\$500,000) in relocation expenses which includes facility design, project management, relocation/moving costs and associated legal fees.
3. The Company must provide documentation of its relocation expenses in order to receive payment from the City. The City will have 10 days to review the documentation or to provide written request for further documentation. After acceptance by the City standard payment processing of City invoices shall be followed.
4. This agreement shall be null and void if Hill & Valley does not execute a lease termination agreement with the City of Rock Island for its existing space at 3915 9th Street, Rock Island Illinois before January 31<sup>st</sup>, 2014.
5. To the extent required by law, the Company agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established by the City pursuant to the Illinois Prevailing Wage Act [820 ILCS 130/0.01 *et seq.* (Illinois State Bar Ed. 2010)] when constructing the Project.
6. In the event a claim is made against the City, its officers, officials, agents and employees or any of them, or if the City, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified Parties"), is

made a party-defendant in any proceeding arising out of or in connection with the company's construction, operation, duties, obligations and responsibilities under the terms of this Agreement or the Project including, but not limited to, any claim or cause of action concerning matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Company shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Company shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the City nor any of the other Indemnified Parties shall be required to contribute to such settlement, and further provided the Special Tax Allocation Fund (as defined herein) shall not be used in connection with any such settlement without the consent of the City. Any settlement by the Company which does not terminate, settle and /or release any third party claims pending or which could be brought within any applicable statute of limitation time period against any of the Indemnified Parties for acts of negligence, gross negligence, reckless conduct, or willful and wanton conduct by the Company or any of its officers, agents, employees contractors or subcontractors does not relieve the Company or any of its insurers from their obligation to continue to indemnify and /or defend any or all of the Indemnified Parties from these claims or causes of action.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois with jurisdiction and venue in Rock Island County.
8. In the event of a default under this Agreement by either party hereto which default is not cured within thirty (30) days of the date of receipt of notice to the defaulting party specifying that said party has failed to perform a particular obligation, the other party shall have an action for damages or, in the event damages would not fairly compensate the non-defaulting party of this Agreement, the non-defaulting party shall have such other equitable rights and remedies as are available at law or in equity.
9. Delays by the Company or the City in performing obligations hereunder due to acts of God or strikes, fires, floods, explosions, wars, differences with workers, delays in transportation or accidents during construction, military arrest or

restraints, acts, demands or requirements of the United States or any state or territory thereof, or any governmental subdivision thereof, or due to any other causes whatsoever, whether similar or dissimilar to those above enumerated which are beyond the Company or the City's control and not resulting from the Company the City's fault shall cause an automatic extension of the starting and/or completion dates for the period attributable to any such cause. The affected component of this Agreement shall be deemed suspended for so long as its extension is prevented or delayed by such cause.

10. Time is of the essence of this Agreement.
11. The rights and obligations of the Company are fully assignable by means of written notice to the City, provided that no assignment shall be deemed to release the Company of its obligations to the City under this Agreement unless the written consent of the City to release of the Company obligations is obtained.
12. Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy thereafter, nor shall it be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.
13. If any term or provision of this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement shall continue to be fully valid and enforceable.
14. Notices, demands, consents, approvals or other instruments required to permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent, attorney of the party, and shall be deemed to have been effective as to the date of actual delivery, if delivered personally, or as of the third day from and including the date on which it is mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

To Company: Hill & Valley Inc.  
Rock Island, IL 61201

To City: City Clerk  
City of Rock Island  
1528 3rd Avenue  
Rock Island, IL 61201

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their devisees, successors and assigns.
16. The preambles contained herein are incorporated in this Agreement by this express reference and made a part hereof.
17. This Agreement embodies the entire agreement between the parties and supersedes any written or oral agreement and may be amended or supplemented only by an instrument in writing executed by the parties hereto.

City of Rock Island

Hill & Valley Inc.

\_\_\_\_\_  
Thomas Thomas, City Manager

ATTEST:

\_\_\_\_\_  
Aleisha Patchin, City Clerk