
**MEMORANDUM
COMMUNITY AND ECONOMIC DEVELOPMENT**

TO: Thomas Thomas, City Manager

**SUBJECT: Development Agreement
Rock Island Economic Growth Corporation**

DATE: 11/7/11

Attached is as development agreement between the City and the Rock Island Economic Growth Corporation (GROWTH) regarding a six property single family home development on 10th Street between 6th and 7th Avenue. It is GROWTH's intent to construct six new single family homes on property currently owned by the city with two homes on properties on the west side of 10th Street and four homes on properties on the east side of 10th street. Funds to support the development are derived from a Neighborhood Stabilization Program grant received by GROWTH last year. The development supports the New/Old Chicago Redevelopment Plan adopted by the City in July 2006. The city is agreeing to convey title to the six lots for the total price of \$1.

RECOMMENDATION

Council authorize the City Manager to execute a development agreement with the Rock Island Economic Growth Corporation for the sale of six city owned lots on 10th Street between 6th and 7th Avenue and refer the sale to the City Attorney for ordinance.

SUBMITTED BY: Greg Champagne, Community and Economic Development Director

APPROVED: Thomas Thomas, City Manager

AGREEMENT

THIS AGREEMENT is entered into this 14TH day of November, 2011 by and between ROCK ISLAND ECONOMIC GROWTH CORPORATION ("Developer") and the CITY OF ROCK ISLAND, an Illinois Municipal Corporation ("City").

WHEREAS, Developer intends construct new single-family residential dwellings on certain real properties as legally described in Exhibit A attached hereto, and;

WHEREAS, it is the intent of the City to support development of a new single-family residential dwelling units to support the creation of jobs, expansion of the city's revenue base, increase the level of economic activity and the revitalization of neighborhoods, and;

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

1. Developer agrees construct six single family residential dwellings on properties legally described in Exhibit A attached hereto. Said construction shall commence not later than April 1, 2012 and shall be completed not later than March 31, 2013.
2. City agrees to sell to the Developer the properties for the total price of \$1 (One dollar). The properties shall be free and clear of all liens and encumbrances. The sale transaction shall be governed by normal and customary procedures for the conveyance of real property in Rock Island County, State of Illinois.
3. Developer agrees to obtain all necessary federal, state and local permits for work on the Property and to construct the project in accordance with all applicable laws, including, but not limited to building codes, subdivision and zoning regulations and other applicable laws.
4. Developer hereby acknowledges that use of City funds requires compliance with the Illinois Prevailing Wage Act (820 ILCS 1130) as amended.
5. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois with jurisdiction and venue Rock Island County.
6. 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.

7. Delays by the Developer or City in performing its 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 Developer's or City's control and not resulting from Developer's or 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.

8. Time is of the essence of this Agreement.

9. The rights and obligations of the Developer are fully assignable by means of written notice to the City, provided that no assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the consent of the City to release of the Developer's obligations is obtained.

10. 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.

11. 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.

12. Notices, demands, consents, approvals or other instruments required to be 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 Developer: Rock Island Economic Growth Corporation
100 19th Street, Rock Island, IL 61201

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

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their devisees, successors and assigns.

14. The preambles contained herein are incorporated in this Agreement by this express reference and made a part hereof.

15. 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

Rock Island Economic Growth
Corporation

Thomas Thomas, City Manager

Brian Hollenback, President

ATTEST:

Aleshia Patchin, City Clerk