



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Lorrie Pearson, Community Development Director
Stepheny McMahan, Economic Development Coordinator

DATE: October 15, 2020

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT (Champaign County Economic Development Corporation, FY2020-21)**

Introduction

Pursuant to the City Council's inclusion of funding for the Champaign County Economic Development Corporation (EDC) in the planned City Budget for Fiscal Year 2020-2021, staff has prepared a renewed agreement for the provision of regional economic development services by the EDC for the benefit of the City and the regional economy. The proposed agreement follows the same format as last year's agreement with no changes.

The City Council is asked to consider a resolution adopting an Economic Development Agreement for funding EDC (**Exhibit A: Draft Resolution including attached FY2020-21 EDC/City Economic Development Agreement**). This proposed agreement covers activities in the coming Fiscal Year, from July 1, 2020 to June 30, 2021, and a contribution by the City of Urbana of \$28,763. The amount represents 7% of their total budget.

EDC has brought together community leaders to support economic development in Champaign County since its founding in 2001. During this time, the organization has sought to undertake activities and form public-private partnerships that benefit Champaign County businesses and the local economy. EDC's activities have included direct technical support to local businesses by operating the Small Business Development Center (SBDC) and International Trade Center (ITC), promoting local manufacturers through the Made In Champaign County program, highlighting regional creative talent by organizing the annual Innovation Celebration, supporting the growth of the regional airport with the #iFlyCU campaign, and promoting the region as a home of creative talent to young professionals with the You're Welcome CU marketing initiative.

EDC and SBDC staff provide a number of direct services that support Urbana's overarching economic development goals. These services include business visits with major employers, business counseling, confidential consultation with City staff, developer/business lead generation, coordination with state agencies, and regional public-private coordination.

The EDC has taken on additional leadership responsibilities during the pandemic by coordinating reoccurring meetings with regional leadership to work together. They have provided marketing

and support to the community and businesses on how to operate safely by such means as distribution of posters and flyers, and media posts and announcements on the importance of wearing masks and adopting safe work practices to combat the spread of COVID-19. The EDC has been proactive in sharing information on state and federal financial resources through numerous webinars and online posts, applying for and assisting communities in applying for funds, and guiding businesses in need throughout the county on how to apply for essential funding.

Discussion

The proposed agreement includes reporting requirements to staff and City Council including submittal of the most recent strategic plan: Engage 2020-2023 (**Exhibit B: EDC Engage 2020-2023 Strategic Plan**) and annual EDC Budget (**Exhibit C: EDC FY21 Core Budget**). The agreement would require EDC to make an annual presentation to the Mayor and City Council, and provide the City with the updated aforementioned documents.

Urbana's Senior Advisor for Integrated Strategy Development, Andrea Ruedi, serves as the City's representative on the EDC Board.

Fiscal Impacts

The \$28,763 sponsorship for fiscal year 2020-21 is included in the proposed City budget from the General Fund.

Options

The City Council has the following options with respect to this proposed agreement:

1. Approve the resolution authorizing the Mayor to execute the proposed agreement as presented.
2. Approve the resolution with changes, understanding that any changes must be agreed to by EDC.
3. Deny the resolution.

Recommendation

Staff recommends that the City Council approve the resolution authorizing the Mayor to execute the proposed agreement.

Exhibits: A – Draft Resolution with attached proposed FY 2020-21 EDC/City Economic Development Agreement
 B – EDC 2020-2023 ENGAGE Strategic Plan
 C – EDC FY21 Core Budget

RESOLUTION NO. 2020-10-050R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ECONOMIC DEVELOPMENT AGREEMENT**

(Champaign County Economic Development Corporation, FY 2020-2021)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, the City of Urbana has determined that supporting regional economic development coordination and initiatives across Champaign County provides a benefit to the City; and

WHEREAS, the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation (“EDC”) is well positioned to provide those regional economic development services for the City and the Champaign County region; and

WHEREAS, the City and the EDC have previously held a relationship related to regional economic development services; and

WHEREAS, the City and EDC believe that it would be mutually beneficial to the City and EDC to renew their agreement whereby EDC would provide regional economic development services for and on behalf of the City and the City would reasonably compensate EDC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation, a 501c.6 Not-For-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

As Authorized by City of Urbana Resolution No. _____

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (hereinafter, "Agreement") is entered into by and between the City of Urbana (hereinafter, the "City") and the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation (hereinafter, "EDC") (collectively, the "Parties").

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, EDC is an Illinois not-for-profit corporation which has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and which is certified by the Illinois Department of Commerce and Economic Opportunity as both the Illinois Small Business Development Center (hereinafter, "SBDC") and the International Trade Center (hereinafter, "ITC") for Champaign County; and

WHEREAS, the City seeks to provide financial support for ongoing economic development, business development and workforce development activities in the City of Urbana and Champaign County, as conducted by the EDC; and

WHEREAS, EDC seeks to promote Champaign County as an epicenter of entrepreneurship, innovation, and talent in Central Illinois and the Midwest; and

WHEREAS, EDC is experienced in the development of relationships between governments, businesses, employers and educational/research institutions in Champaign County to promote new business startups and business growth; retention and expansion of existing employers; improvements in the available workforce by working with schools, Parkland College, the University of Illinois, and employers; and promoting the economic and physical growth of the Champaign County; and

WHEREAS, EDC is also experienced in the marketing and promotion of Champaign County to geographic areas and populations outside of Champaign County by utilizing existing communication tools, such as the YourWelcomeCU website, specifically designed marketing campaigns and initiatives, such as the IFLYCU.com Willard Airport marketing program, and experienced in developing awareness campaigns within Champaign County such as "Made in Champaign County", recurring programs such as Tech Mix and annual celebrations such as Innovation Celebration; and

WHEREAS, EDC is experienced in coordinating and disseminating site selection RFPs and inquiries to local real estate developers and brokers, and managing real estate regional and site data to provide information to the public and professionals about development opportunities in Champaign County and to perform regional analysis that will inform decision makers and businesses about growth, employment and development options; and

WHEREAS, EDC is host to and manages the Small Business Development Center and International Trade Center supported by grants from the federal SBA and state DCEO to provide small business advising, promote start up and growth of small businesses in the county and promote and support the creation of businesses with international sales capabilities; and

WHEREAS, EDC is recognized as the regional point of contact for economic development in Champaign County; and

WHEREAS, the City and EDC seek to form a mutually beneficial arrangement whereby EDC undertakes the foregoing economic development activities for the benefit of Urbana as a key part of the county economy and coordinates such activity with the other municipalities, villages and county government as well as the University of Illinois to expand the regional marketplace for jobs and commerce and strengthen the economy of the City and Champaign County.

NOW for good, valuable and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

A. CITY OBLIGATIONS TO EDC:

1. City Funding and In-Kind Services to EDC:

a. City Monetary Funding to EDC: The City shall provide EDC with certain funding which EDC may use to operate its business and also perform its duties as the SBDC and ITC for Champaign County. The amount of funding which the City shall provide to EDC for such purpose in each of the following City fiscal years, each of which shall commence of July 1 and end on June 30 (hereinafter, "City FY" or "City FYs") shall be:

FY 2020-2021: \$28,763

b. City In-Kind Services to EDC: Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to EDC, but is under no obligation to provide any such in-kind services. The City shall value any in-kind services which it provides to, for, or for the benefit of EDC based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City's corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.

c. Collective City Funding: Unless the context of any Paragraph or Sub-Paragraph in this Agreement provides or suggests otherwise, reference to "City Funding" or "City Funds" shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

2. Disbursement of Funds: The Parties recognize and agree that it shall be a goal of EDC that, during the term of this Agreement, EDC shall undertake efforts within its own operations, marketing and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to grow its membership of businesses and institutions as well as to increase expand its services to businesses. Thus, the Parties intend that EDC's receipt of City Funding shall be based in whole or in part on EDC's performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other EDC services, which benefit the City and/or its business community and the City from compensating EDC on covenants, terms and/or conditions separate and apart from those provided for in this Agreement. To this end, EDC shall submit invoices to the City on a quarterly basis on or about July 1st, October 1st, January 2nd and April 1st with each invoice representing one-fourth (1/4th) of the City Funds due in the City FY. The City shall disburse City Funds to EDC within thirty (30) days of the City's receipt of an invoice from EDC within the term of this Agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraphs A(1) of this Agreement, EDC shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organization's, candidate's, or public office-holder's political campaign, lobbying activities, or other activities which are or may be contrary to EDC's IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed or interpreted as prohibiting EDC from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

3. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed or interpreted as limiting the amount of additional funding, if any, which the City may, in its sole discretion, provide to EDC for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties.

B. EDC'S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing, and Sponsoring Activities: EDC shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a vital part of the Champaign County economy and to coordinate and plan specific activities, events and materials that promote the City as a unique destination in Champaign County in concert with Urbana businesses, city staff and the Urbana Business Association. Such activities shall include but shall not be limited to: support of and participation in City and Urbana business events, promotion and support of businesses located within the City, planning and attending visits to employers identified by the City, holding promotional activities in Urbana businesses, planning and attending business openings or receptions, and including City programs, incentives and events in EDC website, emails, social media posts and printed promotional pieces. Such efforts shall also be complimentary to and consistent with EDC's regional efforts to promote all of Champaign County and improve the region's businesses, institutions and industries as a whole.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all EDC promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner which

- a. presents the City, its officials, and its business community in a favorable light;
- b. is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- c. does not promote any particular religious or political positions or persuasions;
- d. is presented or conducted in a manner so as not to endanger human life, health or safety.

EDC shall comply with all federal, state and City laws, rules and regulations in connection with any and all EDC activities.

2. Board Representation: The City shall designate one person and one alternate to sit on the EDC Board of Directors with full voting authority during the term of this Agreement as is consistent with the EDC bylaws.

3. EDC Work Plan: EDC shall develop a work plan for each of the City FYs provided for in Sub-Paragraph A(1)(a) of this Agreement and shall submit each said work plan to the City before June 1st preceding the start of the respective City FY, upon approval by EDC Board of Directors, or upon the effective date of this Agreement, whichever is latest. EDC's work plan submitted to the City for any given City FY shall include the following: (i) provide an overview of EDC's programmatic and organizational goals for the year; (ii) list specific activities and measurable objectives that EDC intends to complete over the course of the year; and, (iii) describe how such activities and objectives benefit the City and other communities being served. In the event, after presentation of each said work plan to the City, the EDC Board of Director's amends the work plan, EDC shall provide the City with any and all such amendments within seven (7) days after the EDC Board of Directors' adoption of any such plan amendment or amendments.

4. EDC Budget: EDC shall submit to the City an annual budget approved by the EDC Board of Directors and said budget shall be submitted at the same time EDC submits the work plan provided for in Sub-Paragraph B(3) of this Agreement. In the event EDC amends the aforesaid budget, EDC shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when EDC's Board of Directors approval of such amendment.

5. EDC Reports to City Council: EDC shall submit to the City, within ninety (90) days following the close of the City FY, its written annual partnership report which shall (i) describe the activities which EDC has undertaken for, on behalf of and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the

immediate past City FY; (ii) provide a summarized accounting of all funds received by EDC during the aforesaid City FY, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by EDC during the aforesaid City FY.

EDC shall annually provide a representative of EDC to present the aforesaid annual partnership report to and address questions from the City Council at such time as the City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of EDC.

6. Dissolution of EDC: In the event that EDC should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City FY not then completed, then EDC shall notify the City at least ninety (90) calendar days before ceasing operations and work in good faith with the City on a written plan for dissolution of the EDC. Such a plan shall be mutually agreed to by the Parties in writing and shall account for the payment of all just debts and obligation of the EDC including any refund to the City as may be agreed to by the Parties.

If within at least sixty (60) calendar days after ceasing operations the Parties do not mutually agree on such a written plan for dissolution as herein described, then EDC, after its payment of all just debts and obligations, shall refund to the City so much of the amount which the City provided to EDC in the City FY when it dissolves computed as a percentage of days within said City FY which have passed expressed as a fraction or percentage of the total number of days in the said City FY – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example and by way of example only, in the event that the City provided EDC with \$10,000 in the City FY 2019-2020 and EDC elects to dissolve on February 29, 2019, then the amount refunded to the City shall be computed as follows: $(\$10,000) \times (244 \div 366) = \$6,666.67$. However, EDC shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that EDC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to EDC.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2020 and shall expire at 11:59 p.m. on June 30, 2021.

2. Default and Opportunity to Cure: In the event that either Party believes that the other Party has defaulted on any covenant, term or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, which governs the obligation which is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing

to such notice which writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. Dispute Resolution: In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator's rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

a. This Agreement may be terminated by the City immediately and without written notice if EDC –

(i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;

(ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;

(iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois which evidences an intent to liquidate or dissolve;

(iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of EDC;

(v) loses its Illinois Department of Commerce and Economic Opportunity certification as either the SBDC or the ITC for Champaign County;

(vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where EDC fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;

(vii) enters into any arrangement with creditors which could reasonably be deemed, construed, or interpreted as a common law composition with creditors;

(viii) is placed in receivership by a lawful court order;

(ix.) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably

supported by evidence (e.g., an announcement that a business has closed or moved from the City when in fact such business has moved or closed); and/or

(x) acts or fails to act in a manner which threatens or which may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to EDC shall automatically cease and become wholly null and void. In addition to any other remedy which the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from EDC in an amount calculated as if EDC elected to dissolve as provided in Sub-Paragraph B(6) of this Agreement.

b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, EDC shall refund to the City so much of those funds which the City has provided to EDC in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

5. Refund of Funds: If any event arises which triggers EDC's obligation to refund any moneys to the City as provided elsewhere in this Agreement, EDC shall tender to the City such refund in the amount provided for in this Agreement within sixty (60) calendar days of when the aforesaid event occurred. In the event EDC fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: EDC agrees to and will indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or which may arise out of or which are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by EDC and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require EDC to indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or may arise out of or which are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.

b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.

c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.

d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.

e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:
Stephany McMahan
Economic Development Coordinator
City of Urbana

400 S. Vine St.
Urbana, IL 61801

TO EDC:
Carly McCrory-McKay
Executive Director
Champaign County Economic
Development Corporation
1817 South Neil Street
Champaign, IL 61820

8. Waiver: The failure of any Party to enforce any covenant, term or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party's right to enforce or take action to enforce such covenant, term or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party which has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party's obligation to perform or the right to receive performance of any covenant, term or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a "Party" as referred to in this Agreement.

10. Human Rights: EDC, in all respects, shall comply with the City's Human Rights Ordinance and, if requested in writing by the City, EDC shall provide such hiring information as requested by the City as if requested pursuant to the City's Equal Opportunity in Purchasing Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR EDC:

Diane Wolfe Marlin, Mayor

Carly McCrory-McKay, Executive Director

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Fred Coleman, Board of Directors Chair

ENGAGE 2020-2023

Champaign County Economic Development Corporation – Strategic Plan

Our Mission (Who We Are + What We Do)

The Champaign County Economic Development Corporation:

- is a public-private partnership dedicated to fostering a cooperative, county-wide approach to economic development,
- works to improve the economic well-being of all Champaign County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life, and
- brings together community partners to support economic development by aligning interests through productive relationships, open dialogue, and advocacy efforts.

The Champaign County Economic Development Corporation accomplishes its mission with the following principles in mind:

- Listen, engage, and adapt.
- Communicate and connect.
- Be trustworthy and transparent.
- Provide excellent customer service.

2020-2023 Strategic Objectives

- Business Outreach & Industry Engagement
- Workforce Development
- Regional Promotion & Talent Attraction
- Transportation & Logistics
- Small Business Development
- Regional Collaboration

Business Outreach & Industry Engagement Strategies

A diverse economy is not just a lofty goal, but a must-have for ongoing regional prosperity.

- Conduct business outreach visits with local employers
 - Visit non-retail companies annually to identify opportunities, challenges and workforce needs; involve other partners as requested and strategically appropriate
 - Connect company leadership to local service partners, business opportunities
 - Increase awareness of opportunities available through Workforce Innovation and Opportunity Act (WIOA)
- Conduct industry roundtables that create peer-to-peer relationships and dialogue leading to collaborative efforts
 - Host roundtables annually, based on geographical locations and/or industry needs
 - Be intentional about identifying and including minority-owned businesses
- Assist businesses in accessing public and private financial assistance and local, state, and federal grants
- Provide technical assistance to navigate regulatory processes and enter new markets
- Help new businesses find sites and recruit workers
 - Identify and pursue companies each year that would fill gaps in our supply chain
 - Identify and pursue companies each year that would benefit from our transportation logistics
 - Promote the county as a great place to work in multiple industries
 - Identify job skills needed for company's workforce and collaborate with partners to recruit workers and provide necessary training
- Compile, update, and advertise sites and buildings in Champaign County; build quick, flexible data presentation capabilities to differentiate our advantage in the site selection process
 - Incorporate geographical information systems (GIS) into the database management process
 - Create a bi-weekly reporting system for local brokers and property owners
 - Host a bi-monthly meeting for local brokers and property owners to stay engaged with properties and projects, create opportunity for communication and collaboration
 - Lead county responses to inquiries regarding site selection criteria and expansion opportunities for local businesses
- Identify local industry clusters, local challenges to business growth, attraction opportunities, and talent development in the identified growth sectors of AgTech, MedTech, FinTech, Defense, Data Sciences, and Manufacturing
- Host public and private job fairs as necessary with regional partners to meet the needs of companies and promote the hiring of a diverse local workforce
- Work closely with municipalities to identify best practices and benchmark Champaign County for the creation and management of economic development incentives at the local level

- Identify shared skill needs to prepare joint workforce development and training programs to serve industry clusters, including technical talent recruitment and mid-level management needs
- Be the go-to source for workforce data and reports, including industry and occupation data related to jobs, growth, earnings, demographics, and more
 - On a quarterly basis, publish the following reports, available to investors and community stakeholders: Economy Overview, Highest Ranked Occupations, Gross Regional Product, and Job Posting Analytics
 - Publish the Top Employers Directory on an annual basis
 - Benchmark Champaign County on an annual basis using available tools and industry feedback, including demographic, social, industry, and occupation data
- Identify and work with partners to secure grant funding to support infrastructure, site development, workforce training, and other community/business assets
- Serve as the one-stop office for coordination of economic development projects in Champaign County
- Through the Economic Development Council, host quarterly meetings to share updates on economic development projects, including community partners of the EDC, and hear presentations from businesses, industry, and workforce development partners in Champaign County
- Create a **Business Outreach & Industry Engagement Task Force** that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - National Manufacturing Day / Illinois Manufacturing Month
 - CATALYZE, A Professional Networking Event
 - University of Illinois – Chancellor’s Economic Development Advisory Council

Workforce Development Strategies

Access to a skilled workforce is the most important factor cited by businesses when making a decision on where to locate or expand.

- Work in conjunction with community partners to support a robust, diverse and resilient talent pool for existing and future businesses
- Engage with businesses to know their current and future talent demand as well as local and national trends; work with educational institutions to turn that information into training programs
 - Identify the most critical job needs in the region and appropriate learning pathways for those jobs, communicate those opportunities with students, parents, educators, and community organizations
 - Explore the implementation of a soft skills certificate program that is recognized as a standard in the county
 - Partner with agencies to increase minority employment in full-time jobs with benefits
- Partner with workforce agencies to develop policies that support businesses and workers alike
- Work with the Chancellor's ED Group *Coding Bootcamp Work Team* to develop a local coding academy to address the hiring needs of technical talent locally
- Create copy and materials that clearly identify career pathways through educational and workforce programs that exist in Champaign County
- Work closely with partners like the New American Welcome Center and Champaign County Black Chamber of Commerce to ensure that Champaign County is a place where newcomers, immigrants and minority-owned enterprises can thrive and flourish
 - Launch and build upon the Welcoming Economies Technical Assistance Pilot
- Create a **Workforce Development Task Force** that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - #CTEinIL
 - Early College & Career Academy
 - ICATT Apprenticeship Program
 - New American Welcome Center
 - Workforce Innovation Board of East Central Illinois

Regional Promotion & Talent Attraction Strategies

Marketing our region and attracting top talent is essential in fostering long-term employment growth.

- Develop and execute marketing and attraction strategies and campaigns to market Champaign County to existing and potential businesses and talent
- Explore collaboration opportunities with Parkland College and the University of Illinois to attract alumni back to the community, as well as retention opportunities while students are on campus
- Promote assets and programs/policies of Champaign County for the improvement of the county's image locally, national, and internationally
- Create a new suite of open source digital materials, including videos, to showcase the more traditional economic development assets of Champaign County as a tool for business retention and attraction
- Expand Chambana Proud program in partnership with Visit Champaign County (VCC) - and other appropriate community organizations - to include additional community promotional items to build community pride, create a newcomer program for newly-established community residents and remote workers, and continue to build the Champaign County Recruiters network of local HR professionals
 - In partnership with VCC, create and publish the Community Checklist on a quarterly basis for the Champaign County Recruiters network, which is geared towards new hires
 - Host roundtables and events for the Champaign County Recruiters network
 - Create a Welcome to Champaign County orientation session as part of the newcomer program, to take place twice per year
- Work with municipalities and other interested parties to create a unique incentive program to retain college graduates and attract new talent to the community
- Attend economic development and industry trade shows and conferences to build relationships and market Champaign County for business attraction
- Create a marketing strategy to promote Champaign to Decatur as the I-72 AgTech Corridor, highlighting our ag assets as a region; identify how we can work together more closely to not only collaborate with the existing resources we have, but increase opportunities for workforce training, business and talent attraction, and a general awareness of what's possible here through marketing and branding strategies
- Support activities for individual and business recognition and celebration
- Create a **Regional Promotion & Talent Attraction Task Force** that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - Innovation Celebration
 - TechMix
 - Made in Champaign County
 - You're Welcome CU
 - Chambana Proud
 - Champaign-Urbana AgTech Week

Transportation & Logistics Strategies

Enhance regional assets that move people and freight to make our region more competitive.

- Create an infrastructure network map to assist businesses needing to locate main transportation routes, fiber optic cable lines, electricity grids, and more
- Identify and support business opportunities as a result of the new port of entry located at Flightstar
- Work closely with Willard Airport staff, University of Illinois leadership, and community businesses to attract new air service development and enhance the visitor experience inside the airport terminal; grow community support of Willard Airport through local pledge campaign
- Focus on addressing challenges and taking advantage of opportunities identified in the Champaign County RPC's *Champaign-Urbana Region Freight Plan*, including the need for increased rail access, signage for freight routes across the county, and solutions for short-and long-term freight parking
- Support efforts to position Champaign County as a leader in autonomous vehicle research and development
- Continue work with regional partners to address passenger rail challenges of on-time performance, keep a focus of increased daily service routes
- Explore opportunities to enhance the airline industry resources that exist in Champaign County
- Programs / events / engagement:
 - Willard Airport – Executive Committee, Advisory Committee, Marketing Committee
 - Long Range Transportation Plan Steering Committee (Champaign County RPC)
 - Champaign County First

Small Business Development Strategies

More than half of Americans either own or work for a small business, and they create about two out of every three new jobs in the U.S. each year.

- Host and work to expand the Illinois Small Business Development Center, including the International Trade Center; continue relationship with Bradley University to offer PTAC services
- Assist businesses in accessing public and private financial assistance and local, state, and federal grants
- Work closely with municipalities and community partners to develop, manage, and provide resources to small business programs that support women and minority entrepreneurs
- Advocate for the state of Illinois to implement a matching grant program for SBIR and STTR grants, and other programs that would support the growth of small businesses in our region
- Develop training and workshops around small business needs locally, as well as state and national trends
- Work with partner agencies to develop more opportunities for access to capital for small business owners
- Expand access to SBDC advisors, implement technology solutions to better accommodate schedules and client sessions
- Transition the First Friday Group into a One Million Cups chapter in partnership with community partners engaged in entrepreneurship
- Create a **Small Business Task Force** (with SBDC Advisory Board) that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - Illinois Small Business Development Center at Champaign County EDC
 - National Small Business Week
 - Small Business Saturday
 - First Friday
 - Bridge, Champaign County's Virtual Incubator

Regional Collaboration Strategies

Economic development is a team sport.

- Restructure and launch Illini Angels (previously the Urbana-Champaign Angel Network); mobilize network of angel investors, including alumni, who engage regularly and listen to presentations from local companies seeking investment
- Create a regional trailing partner (+1) program with regional EDO partners to assist talent in locating in our region and support employers who have a large regional presence
- Work with regional partners to enhance and expand broadband access in order to support business development, job growth, and economic opportunity
- Advocate for policies and programs through the state of Illinois that better align with workforce needs and business retention and attraction challenges and opportunities in order to better compete against other states for talent and projects
- Collect, strategize, and report the top five economic development priority projects from each municipality on an annual basis in order to be prepared for funding opportunities at the state and federal level
- Work with regional EDO partners to host foreign delegations to highlight our region's business strengths and opportunities for investment
- Champaign County First - Champaign County First is a united countywide effort to identify projects and/or initiatives that, when successfully completed, will greatly benefit the citizens of Champaign County; spur economic development; and improve the quality of life in Champaign County. Champaign County First partners are committed to advocating on behalf of the identified projects at the local, state and/or federal level with one voice in order to transform Champaign County.
- Programs / events / engagement:
 - Illinois Department of Commerce & Economic Opportunity
 - Regional EDO Group
 - Intersect Illinois
 - Cost of Living Index

FAQs

What is Economic Development?

Economic development is defined by the International Economic Development Council as the intentional practice of improving a community's economic well-being and quality of life. It includes a broad-range of activities to attract, create, and retain jobs, and to foster a resilient, pro-growth tax base and an inclusive economy. The practice of economic development is comprised of a collaborative effort involving industry, government and myriad community stakeholders.

Why invest in Economic Development in Champaign County?

Economic development is the core of well-being and quality of life for communities across the United States. It encompasses policies, programs, and activities that seek to create and retain jobs and ultimately facilitate economic growth.

The Champaign County EDC works diligently every day to make our county's economic future as bright as it can be through robust, resilient, and inclusive actions that strengthen our local economy and quality of life.

Do you have a Code of Ethics?

Yes, the Champaign County EDC follows the code of ethics established by the International Economic Development Council.

How is the Illinois Small Business Development Center part of the Champaign County Economic Development Corporation?

The Champaign County Economic Development Corporation is host to the Illinois Small Business Development Center.

The Illinois Small Business Development Center at Champaign County EDC is funded through a cooperative agreement between the U.S. Small Business Administration, Illinois Department of Commerce, and the Champaign County Economic Development Corporation; with additional support provided by EDC of Decatur and Macon County and the Midwest Inland Port.

Who works at the Champaign County Economic Development Corporation?

The team consists of five full-time staff members: an Executive Director (Carly McCrory-McKay), Marketing & Events Director (Jordan Landeck), Office Assistant (Delre' Smith), SBDC Director (Don Elmore), and SBDC International Trade Center Director (Mariel Huasanga).

FY21 EDC CORE BUDGET

EDC REVENUE

	FY21
PUBLIC INVESTMENT	275,000.00
PRIVATE INVESTMENT	55,000.00
EVENTS & PROGRAM INCOME	
Innovation Celebration	15,000.00
You're Welcome CU	2,500.00
Seminars and Roundtables	500.00
Made in Champaign County	2,000.00
Other	2,500.00
CITY OF CHAMPAIGN PROGRAMS	
Small Business Incentive Program	0.00
MACON COUNTY EDC PROGRAMS	
In-Kind Donations	19,904.00
Reimbursements - Cash	15,000.00
RESERVES INTEREST INCOME	200.00
CHECKING A/C INTEREST INCOME	10.00
MISCELLANEOUS INCOME	5,000.00
ITEC REVOLVING	0.00
GRANT REIMBURSEMENTS	
EDC Cash for SBDC Grant	
Illini Angels	
Sponsors	3,000.00
Angels	10,000.00

\$405,614.00
EDC EXPENSES

SALARIES	164,000.00
BENEFITS	
Retirement	12,000.00
Health/Insurance	23,500.00
Life Insurance	2,250.00
PAYROLL TAXES/UNEMPLOYMENT	13,000.00
INSURANCE - BUSINESS	4,800.00
OCCUPANCY/LEASE	54,152.00
DEPRECIATION	250.00
ADVERTISING & PROMOTION	4,368.00
EDC GOVERNANCE	200.00
DUES/SUBSCRIPTIONS	18,500.00
FURNITURE & EQUIPMENT	
Equipment Lease/Maintenance	2,000.00

Equipment	1,000.00
CONFERENCES, CONVENTIONS & MEETINGS (NON-EDC HOSTED)	250.00
INFORMATION TECHNOLOGY	6,250.00
RECRUITING (DIRECTOR & STAFF)	0.00
OFFICE EXPENSES	
Postage/Shipping	200.00
Printing	1,500.00
Supplies	2,500.00
Telephone	4,000.00
Cleaning/Repair	1,920.00
FEES FOR SERVICES	
ITEC	0.00
Accounting Services	15,000.00
Audit	3,700.00
Other	3,000.00
PROFESSIONAL DEVELOPMENT	150.00
BUSINESS EXPENSE	1,500.00
TRAVEL	250.00
CITY OF CHAMPAIGN PROGRAMS	
Hosting & Maintenance (VI)	570.00
Marketing (VI + SBIP)	0.00
MACON COUNTY EDC PROGRAMS	
Rent/Occupancy (non-EDC)	7,254.00
HR oversight (non-EDC)	12,650.00
Additional Spending (non-EDC)	10,000.00
Marketing (non-EDC)	2,500.00
Travel (non-EDC)	2,500.00
EVENTS & PROGRAM EXPENSES	
Innovation Celebration	15,000.00
You're Welcome CU	2,250.00
TechMix	500.00
CATALYZE	500.00
Seminars and Roundtables	250.00
First Friday	100.00
1 Million Cups	0.00
ED Council Meetings	250.00
PTAC Services	1,250.00
Chambana Proud	1,250.00
Wingman	500.00
Other	250.00
UCAN / Illini Angels	
Coordinator / Due Diligence	5,000.00
Postage/Shipping	100.00
Printing	100.00
Supplies	100.00
Events	500.00

Dues/Subscriptions
CHAMPAIGN COUNTY FIRST

1,000.00
1,000.00

405,614.00

NET INCOME **\$0.00**