

ORDINANCE NO. 2014-05-048

AN ORDINANCE APPROVING A LOCAL AGENCY/COMPANY AGREEMENT
(City of Urbana/Frasca International, Inc.)

WHEREAS, the City of Urbana, hereinafter called the LOCAL AGENCY, is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY has entered into a Development Agreement with Frasca Associates, and its affiliate, Frasca International, Inc., hereinafter called the COMPANY, to develop certain property in the City which agreement contemplates applying for an Economic Development Program (EDP) grant to assist in the project; and

WHEREAS, if such grant is awarded, special reporting obligations are a necessary condition of the grant; and

WHEREAS, the LOCAL AGENCY will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, proposed project will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base; and

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

Section 1. That a Local Agency/Company Agreement Between the City of Urbana and Frasca International, Inc. in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That 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 authorized to attest to said execution

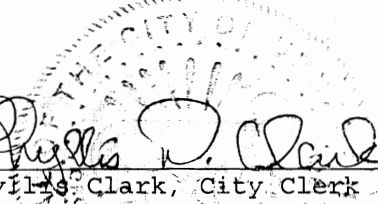
of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 19th day of May, 2014.

AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth


NAYS:

ABSTAINS:



Phyllis W. Clark
Phyllis Clark, City Clerk

APPROVED by the Mayor this 21st day of May, 2014.



Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

LOCAL AGENCY/COMPANY
AGREEMENT

(City of Urbana/Frasca International, Inc.)

THIS AGREEMENT is made as of the 30th day of May, 2014 by and between the City of Urbana, Illinois hereinafter called the LOCAL AGENCY and Frasca International, Inc., hereinafter called the COMPANY.

WHEREAS, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY has entered into a Development Agreement with FRASCA ASSOCIATES to develop certain property in the City which agreement contemplates applying for an Economic Development Program (EDP) grant to assist in the project; and

WHEREAS, if such grant is awarded, special reporting obligations are a necessary condition of the grant; and

WHEREAS, the LOCAL AGENCY will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, proposed project will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. REPORTING REQUIREMENTS

- I.1. As required by Public Act 93-552, the COMPANY shall submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- I.2. The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit I.
- I.3. All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.
- I.4. COMPANY agrees to make all reporting requirements under Public Act 93-552, also an obligation of any tenants on parcel PIN 91-15-33-300-005 at 906 East Airport Road, Urbana, IL 61802.

II. DEFAULT AND REMEDIES

- II.1. The COMPANY agrees to use "reasonable efforts" to create forty (40) or more jobs in connection with the Project within five (5) years of the initial application date of October 1, 2012. "Reasonable efforts" shall mean and include the use of due diligence to create or cause the creation of such jobs under the economic conditions prevailing during such period.
- II.2. In the event the COMPANY fails to create the requisite number of full-time jobs in accordance with Section II.1. above, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default.
- II.3. The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investment and job creation during the period October 1, 2012 through September 30, 2017 as represented to the IDOT by the city of Urbana and The COMPANY. Any substantial modifications to these commitments change in location of this facility or the failure of The COMPANY to make firm commitment to this site will cause IDOT's commitment to be reevaluated.

The employment levels committed by The COMPANY must be created within the period beginning October 1, 2012 and ending September 30, 2017. If these commitments are not met, the department will review the project funding provided to the city of Urbana. If reasonable justification for non-performance of the commitments is not provided, the city will be required to repay the EDP funding to IDOT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

It is understood and agreed that the City is seeking an Economic Development Program grant from IDOT for the purpose of improving Airport Road for the benefit of both parties. If such grant is awarded but later declared by the State to be in default under Section II hereof, or for any reason, and the State demands repayment of all or a portion of the grant, COMPANY will pay the City \$50,000 as partial reimbursement for project expenses.

III. TERMINATION

- III.1. This Agreement may be terminated at any time by written, mutual agreement of the parties.
- III.2. This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section I.

IV. GENERAL PROVISIONS

IV.1. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

IV.2. This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

IV.3. This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

APPROVED BY

Frasca International, Inc.

Title President

Signature John Frasca

Date 5-27-2014

APPROVED BY

City of Urbana, Illinois

By James P. [Signature]
Mayor

ATTEST

By [Signature]

Date 5/30/14



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