



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Laurel Lunt Prussing

FROM: Elizabeth H. Tyler, FAICP, Director, Community Development Services

DATE: November 4, 2010

SUBJECT: Urbana Business Association Contract

Description

For several years, the City of Urbana has provided funding support to the Urbana Business Association (UBA). Over this time, the UBA has engaged in valuable marketing, promotional, and special event activities benefiting the businesses and residents of Urbana. The UBA also continues to function as an effective conduit between the City of Urbana and business interests in the City.

For these reasons, the City of Urbana provides support for the UBA via a contract for marketing and promotion. Attached are the proposed Adopting Ordinance with attached Proposed 2010-2011 UBA/City of Urbana Contract, the UBA Business Plan 2010-2011, the UBA budget for 2010-2011, and the approved 2009-2010 UBA/City of Urbana Contract (Exhibits A-D).

Overall, the draft agreement is very similar to the 2009-2010 agreement with a few exceptions. The UBA has requested some minor reallocation of funds to reflect upcoming priorities. Additionally, the City has adjusted the funding sources for this contract to more accurately reflect the UBA's focus on Downtown Urbana.

This agreement would normally come before City Council in June or July for consideration as part of the new fiscal year. However, staff changes at the UBA dictated holding off on the agreement. The UBA has hired a new executive director, Adam Yeazel, and they have now requested that City Council consider the agreement.

Issues and Discussion

While the amount of the proposed FY 10-11 contract is the same as last year's contract at **\$95,000**, representatives of the UBA have requested reallocation of some of those funds. The requested reallocations are reflected in the attached agreement. One reallocation identified by representatives of the UBA is a reduction of \$1,000 in Build Urbana funding from \$3,000 to \$2,000. The UBA is now partnering with the Urbana School District on the annual Build Urbana event, and it was felt that the \$1,000 could be used more effectively elsewhere. Another proposed reallocation is a \$3,500 reduction in the Downtown Promotion/Events Coordination item from \$5,000 to \$1,500 to be reserved exclusively for the Lincoln Square Village Holiday Market. With this change, event promoters that previously approached UBA directly for funding will be encouraged to apply for the Urbana Arts Grant program, which is partially funded through the UBA "Business Backs the Arts" program. The resulting \$4,500 in available funds will be reallocated to the Urbana Business Marketing item, which will increase from \$9,000 to \$13,500. All other funding amounts, including staffing payments, will remain the same as the FY 09-10 contract.

Another change to the contract is related to the 2010 Urbana Sweetcorn Festival. While the funding amount for the festival will remain at \$10,000, the agreement sets the cost for any police and security services provided by the City at 75% of actual cost. Previously, while not established in the annual agreement, the UBA paid 50% of actual cost for police and security services provided by the City related to Sweetcorn. The City expressed an interest in increasing this to 100% of actual costs, and a compromise of 75% of actual costs was reached and incorporated into the agreement.

Fiscal Impacts

While the contract amount for FY 10-11 is consistent with the FY 09-10 amount at **\$95,000**, the funding sources for this contract have been modified to more accurately reflect the UBA's focus on Downtown Urbana. In the approved FY09-10 City budget, the General Fund, through the Community Development Services budget funded approximately \$52,000 of the contract with TIF funds covering the remaining \$43,000. The approved FY 10-11 budget includes approximately \$27,000 of the proposed contract to be funded by the General Fund, through the Community Development Services budget, with the remaining \$68,000 of the contract funded by TIF funds. The total City commitment for FY 10-11 from both the General Fund and TIF districts is \$95,000. The \$95,000 is currently budgeted as part of the approved FY10-11 City budget.

Options

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

1. The City Council may approve the contract as presented.
2. The City Council may approve the contract with changes, understanding that any changes must be agreed to by the UBA.
3. The City Council may deny the contract.

Recommendation

Staff recommends that the City Council approve the attached ordinance.

Prepared By:

Tom Carrino
Economic Development Manager

Attachments:

- Exhibit A: Adopting Ordinance with attached Proposed 2010-2011 UBA/City of Urbana Contract
- Exhibit B: UBA Business Plan 2010-2011
- Exhibit C: UBA Budget
- Exhibit D: 2009-2010 UBA/City of Urbana Contract

Exhibit A

ORDINANCE NO. 2010-11-106

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROMOTION AND MARKETING SERVICES

(Urbana Business Association FY 2010-2011)

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

Section 1. That An Agreement for Promotion and Marketing Services by and Between the City of Urbana, a Municipal Corporation and The Urbana Business Association, 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. 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 _____ day of _____, 2010.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2010.

Laurel Lunt Prussing, Mayor

AN AGREEMENT FOR PROMOTION AND MARKETING SERVICES BY AND BETWEEN THE CITY OF
URBANA, A MUNICIPAL CORPORATION AND THE URBANA BUSINESS ASSOCIATION, A 501C.6 NOT-
FOR-PROFIT CORPORATION

WHEREAS, promotion of public events and programs in and around the City of Urbana is in the best interests of the City; and

WHEREAS, an efficient method of promoting such events is by a “partnership arrangement” with the Urbana Business Association (hereinafter known as UBA).

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES THEREIN MADE, the parties agree as follows:

Total payments under this contract shall not exceed \$95,000.00 in restricted and unrestricted expenditures.

1. Staffing Payments: Upon the execution of this contract and employment of staff, up to \$3,100 per month shall be paid to the UBA as a reimbursable for verified employee salary expenses.
2. Restricted Funds: Since the nature and extent of the costs likely to be incurred for the events contemplated below are difficult to ascertain in advance, it is agreed that those expenses and costs that are eligible for reimbursement hereunder are those actual “out-of-pocket” costs paid by the UBA. Restricted Funds will be paid only on a reimbursable basis upon documentation of the incurred UBA expense and UBA payment.
 - A. 20010-11 Build Urbana Events: The UBA shall promote the Build Urbana Program through Build Urbana related events. Only those homes within the corporate limits of Urbana shall be promoted. The City will reimburse UBA up to \$2,000 for advertising and promotion of events specific to the Build Urbana program. Expenditures for Build Urbana may include advertising, promotions, print ads, Realtor bus tour and the annual Realtor meeting.
 - B. 2010 Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate, and promote the Urbana 2009 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to \$10,000 will be reimbursed for this event for entertainment, promotional/advertising/marketing expenses. In addition to up to \$10,000 available in direct support, any police and/or security services provided by the City for the Sweetcorn Festival will be charged to the UBA at 75% of actual cost.
 - C. Downtown Promotions/Events Coordination: The City will reimburse eligible expenses up to \$1,500 related to the Lincoln Square Village Holiday Market. Events seeking financial assistance from the UBA may apply to the Urbana Arts Grant program, which the UBA will support through the Business Backs the Arts program as outlined in Section 8 of this agreement.
 - D. Urbana Business Marketing: Up to \$13,500 will be reimbursed to UBA for expenses incurred in relation to marketing and promotion of Urbana businesses. UBA shall match up to \$3,000 in this category from UBA income and continue the promotional campaigns of Urbana businesses and services.
 - E. Holiday Downtown Decorations: UBA shall purchase and coordinate holiday decorations for the downtown under city approval. Examples may include light pole garland, holiday light pole banners, or the like. UBA shall coordinate installation and removal of holiday decorations and banners. Up to \$1,300 will be reimbursed for the purchase of holiday decorations.

- F. Banner Decorations: UBA shall coordinate the Urbana Banner Program. Up to \$7,500 will be reimbursed for the purchase, installation, and removal of banners and/or holiday decorations.
- G. Arts Promotion: UBA shall collaborate with local arts organizations such as 40 North/88 West and the Urbana Public Arts Commission to promote arts, culture, and entertainment in Urbana. Up to \$2,000 will be reimbursed to the UBA for such activities.
- H. “Main Street” Activities: Up to \$20,000 will be reimbursed for activities consistent with the goals and programs of the National and State Main Street Association to promote downtown Urbana. These funds may be used for staffing payments for staff supporting Main Street Association type activities.

3. Event Permits/Contracts: All UBA events requiring event permits shall have the appropriate forms filed and approved with the City of Urbana within the time frame required in advance. Prior to UBA signing a contract with another agency to partner on an event, UBA shall inform Public Works staff and Community Development staff of the proposed contract and obtain City Staff input. UBA should ensure that a profit from each event is planned to benefit UBA prior to signing an event contract.

4. Board Representation: The City of Urbana shall have at least one seat on the UBA Board for City Staff in order to assure coordination.

5. Office Space: For the term of this contract, office space shall be provided in the downtown parking deck by the City of Urbana without charge. It is expressly understood that in the event the City designates or hires a downtown coordinator pursuant to the Downtown Plan, the City may choose to share said space with the UBA. The city of Urbana agrees to provide a parking space for the UBA office on the top level of the parking deck.

6. Monthly Event and Promotional Information: UBA shall supply monthly event and promotional information to City and UPTV staff for programming, marketing and outreach efforts. Information shall promote events occurring in Urbana as well as events occurring in the surrounding community.

7. Ribbon Cuttings: UBA shall continue to coordinate ribbon cuttings for businesses in Urbana, free of charge to the businesses. UBA shall work with City staff to ensure coordination and promotion of these events.

8. Business Backs the Arts Program: UBA shall provide \$5,000 through the Business Backs the Arts Program to the Urbana Public Arts Program for grants related to artistic endeavors consistent with the program.

9. Payment Procedure for Reimbursable Expenses: Requests for reimbursement shall be made in writing to Economic Development Manager, 400 South Vine Street, Urbana, Illinois, and shall include such documentation as deemed appropriate by the Economic Development Manager.

10. Funds: Neither restricted nor unrestricted funds shall be utilized for membership promotion, political activities or in any other manner that is not a direct service to the City of Urbana.

11. Budget Work Plan: The UBA board shall submit an annual budget work plan to the City of Urbana with the proposed contract each year.

12. Termination/Default: Either party may terminate this contract for cause by giving thirty (30) days written notice as provided herein.

13. Notices: All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties listed below at the addresses set after their names, or to other such addresses as shall be agreed upon.

DATED at Urbana, Illinois, this _____ day of _____, 2010.

CITY OF URBANA, ILLINOIS

URBANA BUSINESS ASSOCIATION

BY: _____
Laurel Lunt Prussing, Mayor

BY: _____
(title)

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Exhibit B
Urbana Business Association
BUSINESS PLAN
2010-2011

MISSION

Overview: The mission of the Urbana Business Association (hereafter referred to as UBA) is to promote Urbana as a dynamic place to live, work, and do business. The UBA focuses on the recruitment, development, and retention of local businesses; the marketing, public relations, and networking of member businesses; as well as special events designed to attract both consumers and businesses to Urbana. The UBA is a 501C6 nonprofit member-based organization guided by a Board of Directors with two full-time employees, and three part-time employees (or interns).

MEMBERSHIPS

Overview: The UBA generates a substantial portion of its annual operating income through recruiting and retaining local businesses for membership at various levels of financial support. This income allows the organization to host and support multiple events, develop marketing campaigns that promote Urbana merchants, and provide several other services for its members and the business community.

2011 Update: Executive Director driven focus on membership with effort to “package” benefits at various levels

Date: Ongoing

Actions:

1. Personal calling efforts to attract and retain businesses for membership
2. Advocacy for businesses at the City of Urbana, and various Committees
3. Promote UBA and its members through various outlets such as television, radio, print, social media, and other to raise awareness for the organization and its initiatives
4. Provide value added features for member businesses
 - a. Ribbon Cutting and Groundbreaking Ceremonies
 - b. Top Ten Newsletter
 - c. Periodic Networking Events
 - d. Distribution opportunities for coupons, prizes, or other giveaways
5. Host or promote events designed to attract consumers to Urbana and its businesses
6. Utilization of Social Media such as Facebook and Twitter to promote members, events, or offerings
7. Other services such as referrals, counseling, distribution of data, etc.

EVENTS

Overview: The UBA acts as an events manager and facilitator for both recurring and unique event programs. The organization will run Sweetcorn Festival, Holiday Market, as well as two other regularly scheduled, themed events designed to promote Urbana businesses, Downtown, or other Urbana areas as deemed appropriate. The UBA will also prepare quarterly, “Chamber-Like” networking events designed to attract member and potential member businesses. These networking events may be held as luncheons, or afterhours, and will typically be host to the event. Lastly, the organization shall also support its member businesses in the marketing of their unique promotional events as applicable.

***2011 Update:* Segregation of UBA hosted events, and member hosted events. UBA events will be designed to either generate revenue for the organization, attract business to certain geographic areas, or to educate UBA business owners (government, HR, marketing issues, etc). Member events will be designed to allow business owners to market themselves, and network with other Urbana businesses or consumers.**

Date: Ongoing – Annual events consistent with prior year, Networking events are anticipated to move to a quarterly schedule in the calendar year of 2011

Actions:

**See Exhibit*

(Sweetcorn)

1. Establish organizational chart, recruit committees, volunteers, and others for planning and participation in annual Sweetcorn festival
2. Establish budget and manage finances for annual Sweetcorn festival
3. Secure sponsors and vendors for annual Sweetcorn festival
4. Effectively promote annual Sweetcorn festival using various media and other methods
5. Conduct post event surveys and analysis for future improvement(s)

(Holiday Market)

1. Plan and organize annual Holiday Market
2. Establish budget and manage finances for annual Holiday Market
3. Market event to vendors in an effort to attract participation
4. Partner with Facilities Host (as able) to advertise event and increase consumer attendance and vendor/merchant profitability
5. Conduct post event surveys and analysis for future improvement(s)

(Networking Events)

1. Schedule and plan Quarterly Networking Events
2. Establish an expense budget for each Networking Event and manage
3. Secure Host for event and negotiate logistics and participation
4. Secure speaker, entertainment, or other in an effort to provide value for attendees
5. Market event to members and potential members to maximize turn out
6. Conduct post event surveys and analysis for future improvement(s)

(Member Hosted Events)

1. Market opportunity, field and schedule requests as made
2. Review “Event Agreement” with Member and negotiate any modifications
3. Assist Member with planning by referring food & beverage, entertainment, or other vendors with priority given to Urbana businesses

4. Market event to members or other desired audience within confines of the Event Agreement
5. Provide post event surveys and feedback to Member as requested

MAIN STREET PROGRAM

Overview: The UBA will remain an active proponent of Main Street Programs and Initiatives in partnership with the City of Urbana, as well as Downtown Property Owners and Merchants. The organization will remain a member of the “Main Street National Trust For Historic Preservation”, as well as any other organization deemed to be consistent with the goals of the Board of Directors and/or City. The organization will be mindful of the critical need to promote Downtown Urbana as it recruits members, organizes events, and focuses resources.

***2011 Update:* Attendance at national Main Street conference. Focused communication with downtown businesses, UBA Board, and City staff to obtain a cohesive plan that establishes specific goals, processes, and measurable results for the area.**

Date: Ongoing

- Actions:*
1. Recruit Downtown merchants as members to UBA
 2. Create and promote events that attract consumer traffic to Downtown Urbana, measuring successes and making modifications as needed
 3. Maintain a high level of communication with Downtown merchants to better understand their needs and initiatives
 4. Communicate with City and various Committees on issues that impact Downtown businesses, and act as a representative of their interests
 5. Attend the annual Main Street conference (Executive Director), and relay relevant initiatives and programs to the Board and/or City for consideration

BUILD URBANA

Overview: The UBA will be an advocate for both residential and commercial development in Urbana, understanding that a stable or growing residential base is critical to attract and retain business and industry.

***2011 Update:* As gaps in board composition exist, UBA will recruit an Urbana developer for representation. Staff will continue to advocate for the community through the local Realtor Association, and by other means as presented.**

Date: Ongoing – Added emphasis in the Second and Third Calendar Quarters

- Actions:*
1. Maintain membership in the Champaign County Association of Realtors (Executive Director) to promote Urbana subdivisions and construction programs
 2. Recruit builders and Realtors as members to UBA
 3. Organize annual tour of Urbana subdivisions and/or other events for Realtors and other interested parties
 4. Work with the City of Urbana and other committees to maintain programs that aid development and construction for both residential and commercial growth

HUMAN RESOURCES

Overview: The UBA will maintain a level of staffing that allows for adequate administration of the organization's mission and goals, but that is also fiscally responsible and within the annual operating budget. A combination of full and part-time employees and interns will be used to accomplish these goals noting that a certain level of consistency and expertise must be maintained. All human resource activity will be overseen by the board to assure policies and procedures are within federal and state laws. Said Board shall also operate within the boundaries of its bylaws, assuring an appropriate level of involvement and controls for the organization.

***2011 Update:* A new Executive Director was retained in October of 2010 (Adam Yeazel). Katie Hansen has been promoted to Director of Marketing & Events to improve the organization, marketing, and return on investment for UBA driven events. Two part-time staff are being utilized to handle detail and administrative duties, therefore allowing full-time staff to concentrate their efforts on actions that advance the interests of the organization, its members, and the City of Urbana.**

Date: Ongoing

Actions:

1. Maintain an adequate Board size and structure with a diverse and involved group who actively represent their unique backgrounds and areas of focus
2. Appoint Executive Director and provide annual performance evaluation 60-90 days prior to the end of each fiscal or calendar year with additional feedback as needed
3. Employ at least one additional full-time employee, and two other part-time employees or interns, and provide annual performance evaluations 60-90 days prior to the end of each fiscal or calendar year with additional feedback as needed. These duties may be administered through the Executive Director.
4. Keep adequate records, job descriptions, etc and make an overall effort to recruit and retain competent staff

OTHER

Overview: The UBA will periodically provide other services, initiatives, and events not listed in this business plan. It is understood that such things will still be completed in an organized fashion, with appropriate communication and budgets prepared.

Exhibit

2011 Sweetcorn Festival:

The Urbana Sweetcorn Festival will continue to be the anchor annual event for the organization. 2011's event will likely see revisions from an organizational perspective with sub-committees formed to lead such areas as vendors, volunteers, and entertainment. Surveys were conducted for vendors, volunteers, and the general public to invite new ideas and ways to improve. The UBA Board has reviewed these surveys, and will spend the fourth quarter of 2010 deciding on how to proceed with expansion and/or maintenance of the event.

2010- 2011 Holiday Market:

A conscious effort is being made to more effectively transition the City's Market at the Square clientele inside Lincoln Square for the Holiday Market. As part of this effort, UBA staff will work with City staff to share vendors, advertising, and other resources as available. In addition, the event will be dovetailed with other downtown merchant initiatives to create more of a "Seasonal Feel" in downtown.

2011 Networking Events:

In evaluating 2010's networking event attendance, it was suggested that value should be added, and frequency adjusted. Therefore, UBA is planning on hosting quarterly networking events. These events will be held in either an "afterhours", or "lunch and learn" format. The organization will schedule a speaker each time to cover a topic that is relevant to local businesses. While the UBA will plan and market the event, it will consider holding the event at a member business to save money or provide adequate facilities.

2011 Member Events:

As referenced in the event section above, the UBA will work to market networking or open house events for member businesses. These events will be the financial responsibility of the member business, but a good way for that organization to showcase its facilities and personnel. The organization will provide an event agreement to outline areas of responsibility and structure.

Exhibit C**Urbana Business Association****2010-2011 Budget Worksheet**

July 2010 - June 2011

		2010-2011 Budget	
Revenue			
6009 Membership			
6009-1 Membership Events		-	
6009-10 2010 Dues		20,000.00	
Total 6009 Membership		\$ 20,000.00	
6013 Indoor Market			
6013-1 IM-Vendors		11,000.00	
6013-3 IM-Table Rental		-	
6013-4 IM-Vendors 2010		-	
Total 6013 Indoor Market		\$ 11,000.00	
6017 SCF			
6017.1 SCF-Sponsors		50,000.00	
6017.4 SCF-Merchandise		-	
6017.5 SCF-Ticket Sales		185,000.00	
6017.6 SCF-Vendors		16,000.00	
6017.9 SCF-Motor Muster		-	
Total 6017 SCF		\$ 251,000.00	
Administration 1			
6040 Interest Income		1,000.00	
6180 Newsletter Sponsorship		-	
6190 Retained Earnings Transfer		-	
Total Administration 1		\$ 1,000.00	
Total Revenue		\$ 283,000.00	

		2010-2011 Budget
Expenses		-
8009 Membership Expense		-
8009-2 Member Ex.-Network Mail		1,000.00
8009-3 Member Ex.-Misc. Mailing		100.00
8009-5 Member Ex.-Event Food		50.00
8009-6 Member Ex.-Event Supplies		50.00
8009-8 Member Ex. - Main Street		1,000.00
Total 8009 Membership Expense		\$ 2,200.00
8011 Build Urbana-1		-
8011-4 BU-Realtor Breakfast		1,000.00
8011-6 BU-Expo/Registration Fees		-
8011-7 BU-Bus Tour		1,000.00
8011-8 BU-Miscellaneous		-
8011-9 BU- Postage		-
Total 8011 Build Urbana-1		\$ 2,000.00
8013 Indoor Market		-
8013-2 IM-Advertising		4,000.00
8013-4 IM-Rent		1,300.00
8013-6 IM-Assistant		-
Total 8013 Indoor Market		\$ 5,300.00
8014 Downtown Promotion - City of Urbana		-
1814-5 DP - Advertising		2,300.00
8014-1 DP-Sponsorships		1,000.00
8014-2 DP-Banners		7,500.00
DP-Holiday Decorations		1,300.00
DP-Miscellaneous		400.00
Total 8014 Downtown Promotion		\$ 12,500.00
8017 Sweet Corn Festival		-
8017-01 SCF-Advertising		9,400.00
8017-02 SCF-Intern		2,150.00
8017-03 SCF-Tents		5,000.00
8017-04 SCF-Entertainment		36,000.00
8017-06 SCF-Insurance		3,000.00
8017-07 SCF-Merchandise		-
8017-08 SCF-Postage		-
8017-09 SCF-Miscellaneous		1,800.00
8017-10 SCF-Printing		150.00
8017-11 SCF-Security		14,500.00
8017-12 SCF-Supplies		800.00
8017-13 SCF-License, Fees, Etc		900.00
8017-14 SCF-Vendor		110,000.00
8017-15 SCF-Golf Carts		720.00
8017-16 SCF-Beer		10,000.00
8017-17 SCF-Corn		2,700.00
8017-18 SCF-Soda		2,800.00
8017-19 SCF-Garbage Hauling		3,000.00
8017-20 SCF-Tollets		2,800.00
8017-21 SCF-Stage & Lights		15,000.00
8017-22 SCF-Ice		1,300.00
8017-23 SCF-Power		3,800.00
8017-24 SCF-Motor Muster		900.00
8017-25 SCF-Donations		-
8017-26 SCF-Ticket Change		1,050.00
8017-28 SCF - Volunteer t-shirts		3,300.00
Total 8017 Sweet Corn Festival		\$ 231,070.00

		2010-2011 Budget
8019 Urbana Marketing		-
8019-2 Web Site		2,000.00
UMG - Arts Promotion		2,000.00
UMG - General		14,500.00
Total 8019 Urbana Marketing		\$ 18,500.00
Administration		-
8040 Bank Charges		50.00
8070 Dues & Subscriptions		50.00
8075 Employee Benefit Programs		8,000.00
8120 Insurance		2,692.00
8130 Insurance-Workers Compensation		900.00
8135 Legal & Professional Fees		500.00
8140 Meals and Entertainment		2,100.00
8143 Mileage Reimbursement		1,000.00
8150 Postage		700.00
8153 Printing		-
8170 Salaries & Wages		75,000.00
8180 Supplies		3,000.00
8225 Taxes on Payroll		50.00
8245 Telephone		3,200.00
8263 Internet Service		562.00
8264 Computer		1,000.00
8265 Miscellaneous		-
8266 Intern		200.00
8268 Technology		500.00
8269 Repair & Maintenance		500.00
Convention		3,500.00
Total Administration		\$ 103,504.00
Total Expenses		\$ 375,074.00
Net Income		\$ (92,074.00)
Total City Reimbursements		\$ 95,000.00
Net Income After Reimbursements		\$ 2,926.00

Exhibit D

AN AGREEMENT FOR PROMOTION AND MARKETING SERVICES BY AND BETWEEN THE CITY OF URBANA, A MUNICIPAL CORPORATION AND THE URBANA BUSINESS ASSOCIATION, A 501C.6 NOT-FOR-PROFIT CORPORATION

WHEREAS, promotion of public events and programs in and around the City of Urbana is in the best interests of the City; and

WHEREAS, an efficient method of promoting such events is by a “partnership arrangement” with the Urbana Business Association (hereinafter known as UBA).

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2. Restricted Funds: Since the nature and extent of the costs likely to be incurred for the events contemplated below are difficult to ascertain in advance, it is agreed that those expenses and costs that are eligible for reimbursement hereunder are those actual “out-of-pocket” costs paid by the UBA. Restricted Funds will be paid only on a reimbursable basis upon documentation of the incurred UBA expense and UBA payment.
 - A. 2009-10 Build Urbana Events: The UBA shall promote the Build Urbana Program through Build Urbana related events. Only those homes within the corporate limits of Urbana shall be promoted. The City will reimburse UBA up to \$3,000 for advertising and promotion of events specific to the Build Urbana program. Expenditures for Build Urbana may include advertising, promotions, print ads, Realtor bus tour and the annual Realtor meeting.
 - B. 2009 Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate, and promote the Urbana 2009 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to \$10,000 will be reimbursed for this event for entertainment, promotional/advertising/marketing expenses.
 - C. Downtown Promotions/Events Coordination: The City will reimburse for eligible expenses for UBA Downtown events that are approved and coordinated with the City, exclusive of the Sweetcorn festival, not to exceed a total of \$5,000. Up to \$1,500 of the \$5,000 available as part of this effort may be used for the Lincoln Square Village Holiday Market. The remaining \$3,500 may be used for other events. Examples might include events such as the Beer & Chili Festival, Blues Brews and BBQ, CU Folk and Music Festival, the Urbana Free Library Race, and financial support for other events specific to the promotion of the City of Urbana, as approved by the UBA Board. Where the UBA promotes an event, UBA staff shall assure that all free promotional approaches are pursued including, but not limited to, public service announcements, web site promotion, UPTV announcements, entertainment listings publications and the like.
 - D. Urbana Business Marketing: Up to \$9,000 will be reimbursed to UBA for expenses incurred in relation to the promotion of Urbana merchants and upgrades for promotion of Urbana on UBA’s website. UBA shall match up to \$3,000 in this category from UBA income and continue the promotional campaigns of Urbana businesses and services.
 - E. Holiday Downtown Decorations: UBA shall purchase and coordinate holiday decorations for the downtown under city approval. Examples may include light pole garland, holiday light

pole banners, or the like. UBA shall coordinate installation and removal of holiday decorations and banners. Up to \$1,300 will be reimbursed for the purchase of holiday decorations.

- F. Banner Decorations: UBA shall coordinate the Urbana Banner Program. Up to \$7,500 will be reimbursed for the purchase, installation, and removal of banners and/or holiday decorations.
- G. Arts Promotion: UBA shall collaborate with local arts organizations such as 40 North/88 West and the Urbana Public Arts Commission to promote arts, culture, and entertainment in Urbana. Up to \$2,000 will be reimbursed to the UBA for such activities.
- H. “Main Street” Activities: Up to \$20,000 will be reimbursed for activities consistent with the goals and programs of the National and State Main Street Association to promote downtown Urbana. These funds may be used for staffing payments for staff supporting Main Street Association type activities.

3. Event Permits/Contracts: All UBA events requiring event permits shall have the appropriate forms filed and approved with the City of Urbana within the time frame required in advance. Prior to UBA signing a contract with another agency to partner on an event, UBA shall inform Public Works staff and Community Development staff of the proposed contract and obtain City Staff input. UBA should ensure that a profit from each event is planned to benefit UBA prior to signing an event contract.

4. Board Representation: The City of Urbana shall have at least one seat on the UBA Board for City Staff in order to assure coordination.

5. Office Space: For the term of this contract, office space shall be provided in the downtown parking deck by the City of Urbana without charge. It is expressly understood that in the event the City designates or hires a downtown coordinator pursuant to the Downtown Plan, the City may choose to share said space with the UBA. The city of Urbana agrees to provide a parking space for the UBA office on the top level of the parking deck.

6. Monthly Event and Promotional Information: UBA shall supply monthly event and promotional information to City and UPTV staff for programming, marketing and outreach efforts. Information shall promote events occurring in Urbana as well as events occurring in the surrounding community.

7. Ribbon Cuttings: UBA shall continue to coordinate ribbon cuttings for businesses in Urbana, free of charge to the businesses. UBA shall work with City staff to ensure coordination and promotion of these events.

8. Business Backs the Arts Program: UBA shall provide \$5,000 through the Business Backs the Arts Program to the Urbana Public Arts Program for grants related to artistic endeavors consistent with the program.

9. Payment Procedure for Reimbursable Expenses: Requests for reimbursement shall be made in writing to Economic Development Manager, 400 South Vine Street, Urbana, Illinois, and shall include such documentation as deemed appropriate by the Economic Development Manager.

10. Funds: Neither restricted nor unrestricted funds shall be utilized for membership promotion, political activities or in any other manner that is not a direct service to the City of Urbana.

11. Budget Work Plan: The UBA board shall submit an annual budget work plan to the City of Urbana with the proposed contract each year.

12. Termination/Default: Either party may terminate this contract for cause by giving thirty (30) days written notice as provided herein.

13. Notices: All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties listed below at the addresses set after their names, or to other such addresses as shall be agreed upon. DATED at Urbana, Illinois, this ____ day of _____, 2009.

CITY OF URBANA, ILLINOIS

URBANA BUSINESS ASSOCIATION

BY: _____
Laurel Lunt Prussing, Mayor

BY: _____
_____(title)

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk
