

Memorandum



TO: Laurel Lunt Prussing, Mayor
Urbana City Council

FROM: Cynthia Chandler, Executive Director

DATE: January 20, 2015

SUBJECT: 2015 Urbana Sweetcorn Festival Annual Agreement Proposal

The first Urbana Sweetcorn Festival was held in August 1975 in the Busey Bank parking lot as a community event put on by the employees of Busey. Forty years later and frequented by as many as 50,000 individuals from all over Illinois and surrounding states, this same festival is now one of the largest free street festivals in downstate Illinois and the city of Urbana benefits greatly from an influx of tourists over the two day event.

For the first time in recorded history of the Sweetcorn Festival, staff time has been factored into the financial reports. Through documented time accountability, it has shown that staff spends 25.5% of their time planning and executing the festival.

Records indicate that the City of Urbana has provided financial support to the festival since 2005 in the amount of \$7,000 annually through 2008 and \$10,000 each year since. Over this same ten year period, expenses have more than doubled. While the festival has grown over this same period, the increasing costs are also a result of inflation. It is our hope that the City of Urbana will recognize this need for adjustment and increase the financial support provided.

The Urbana Business Association would very much like to continue the same tradition of the Sweetcorn Festival while making it more self-sustaining. To achieve this goal, we will need increased resources while we make efforts to further reduce our expenses. Failure to do so will require us to scale back the size and scope of the festival. As we work to increase sponsorship revenues, we ask the City of Urbana to take the lead by honoring our request for additional festival funding.

The Urbana Business Association requests from the City of Urbana financial support for the 2015 Urbana Sweetcorn Festival in the amount of \$15,000.

- Exhibit A: Sweetcorn Festival Presentation Slides
- Exhibit B: Sweetcorn Festival 2014 Profit & Loss Statement
- Exhibit C: Sweetcorn Festival 2014 Sponsorship Breakdown
- Exhibit D: FY2013-14 Executed Sweetcorn Festival Agreement

Exhibit A

2015 Urbana City Council

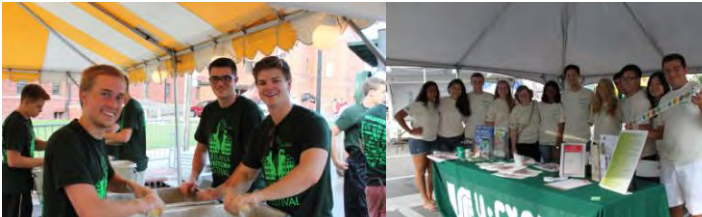
Urbana Sweetcorn Festival

Annual Review and Agreement
Presentation



Celebrating 40 Years

2014 In Review



More than 600 volunteers

Individuals, businesses, families, community groups,
fraternities & sororities, high school clubs



Volunteers manned beverage stands, ticket booths, corn tent,
recycling stations, ice delivery, back stage crew, and sanitation

TESTIMONIAL

My family and I have been volunteering for the Sweet Corn Festival for about 8 years now. It's become a tradition to our family to where we all get together to laugh and work while giving back to the community. The reason I come back to help out is simply I like it; I enjoy the music, the people and fun. It's very rewarding and you get to meet a lot of different people in and out of the community. Oh not to mention I love corn on the cob...that's just an added bonus! I look forward to volunteering my services again this year and every year thereafter, it's already marked on my calendar!

Christine
(Volunteer)

2014 In Review



TESTIMONIAL

We loved being vendors at the Urbana Sweetcorn Festival! Last year was our first year in business and our first year to participate in the festival. Since we were new vendors we weren't exactly sure what to expect, but we soon realized that this is a superbly run event from the beginning to the end. The staff was extremely helpful and easily available during the festival. We loved the location we were assigned during the festival and our customers were really excited to see us there. It was an enjoyable experience and we can't wait to participate again this year!

Wes. Kona Ice (Vendor)



86 Vendors filled the festival to capacity

32 food vendors, 39 information vendors, 10 merchandise vendors, 5 activity vendors

2014 In Review

1,852 Radio Ads on 16 Stations

191 Television Ads on 4 Stations

4 ads on 2 websites over 3 months

40,104 UBA website hits

40,650 daily/36,000 weekly circulation in 4 papers

2014 In Review

TESTIMONIAL

As a lifelong resident of Champaign-Urbana, it was a thrill to perform on the main stage for the 2014 Sweetcorn Festival. Despite a rain delay in the afternoon, the support staff worked tirelessly to get the show back on track. Decadents has performed over 100 shows in the last few years, but none of them was as memorable as our Sweetcorn performance last year.

Mike, Decadents
(Entertainer)



HIGHLIGHTS

- Children's Inflatables Area
- Champaign County Farm Bureau Ag Zone
- Motor Muster Car Show
- NEW CU Folk & Roots Stage
- One Community Together Stage
- Miller Main Stage



2014 In Review

TESTIMONIAL

Champaign-Urbana Mass Transit District (MTD) has been a proud sponsor of the Urbana Sweetcorn Festival for decades. The Festival affords MTD an opportunity to interact with a wonderful cross section of the community in a fun and energetic environment. The Festival coordinators and managers are a pleasure to work with and ensure that our needs are met. MTD is happy to support this quintessential community event that attracts tens of thousands to downtown Urbana each summer.

Jan, CU-MTD (Sponsor)



30 Total Sponsors

Presenting Sponsors:

City of Urbana, BrightStart College Savings Plan, SJ Broadcasting



Celebrating 40 years

- GOAL:** To improve the financial standing of the festival so its future is healthy
- GOAL:** Create an independent website for the festival
- GOAL:** Streamline the various processes of festival planning to improve staff efficiency
- GOAL:** Explore a new and improved logo for the festival

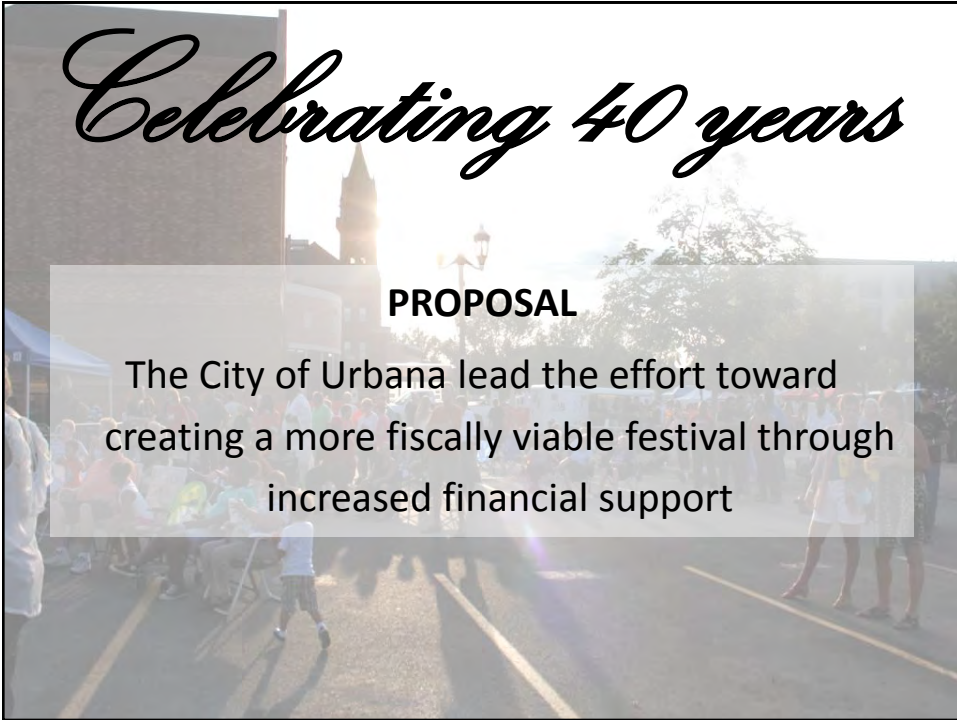


Exhibit B

Urbana Sweetcorn Festival Profit and Loss January - December 2014

	TOTAL	%
Sweetcorn Festival Income		
Sponsors: Motor Muster	2,755.00	
Sponsors: Sponsorship In-Kind	76,496.00	
Sponsors: Sponsorship Revenue	33,840.00	
Sponsors: City Reimbursement	10,000.00	
Sponsors Income Total	123,091.00	36%
Tickets: Ticket Sales	200,484.90	
Tickets Income Total	200,484.90	58%
Vendors: Vendor Fees	20,242.50	
Vendors Income Total	20,242.50	6%
Total Sweetcorn Festival Income	\$ 343,818.40	100%
 Sweet Corn Festival Expense		
Entertainment: Entertainment- In-Kind	1,500.00	
Entertainment: Entertainment Fees	39,705.05	
Entertainment: Motor Muster	854.95	
Entertainment: Stage & Lights	17,568.04	
Entertainment Expense Total	59,628.04	17%
Marketing: Advertising & Promotion	11,624.60	
Marketing: Advertising & Promotion In-Kind	56,250.00	
Marketing Expense Total	67,874.60	19%
Operations: Volunteer Expenses	2,794.63	
Operations: Alcoholic Beverages	12,775.32	
Operations: Alcoholic Beverages- In-Kind	4,000.00	
Operations: Consulting & Professional Fess	3,355.00	
Operations: Corn	14,175.30	
Operations: Corn- In-Kind	3,225.00	
Operations: Golf Carts	960.00	
Operations: Ice	2,030.00	
Operations: License & Fees	430.46	
Operations: Miscellaneous	275.00	
Operations: Non-Alcoholic Beverages	2,202.00	
Operations: Non-Alcoholic Beverages- In-Kind	4,100.00	
Operations: Power	7,244.96	
Operations: Sanitation	3,900.00	
Operations: Sanitation- In-Kind	500.00	
Operations: Security	17,948.67	
Operations: Supplies	1,031.69	
Operations: Tents	7,823.13	
Operations: Tents- In-Kind	1,200.00	
Operations: Tickets	1,872.26	
Operations: Tickets- In-Kind	500.00	
Operations: Toilets	2,704.00	
Operations: Toilets- In-Kind	4,221.00	
Oerpations Expense Total	99,268.42	28%
Staffing: Temporary Staff	38.25	
Staffing: Salaries & Payroll Taxes	28,832.00	
Staffing Expense Total	28,870.25	8%
Vendors: Vendor Payments	99,758.45	
Vendors: Vendors- In-Kind	1,000.00	
Vendors Expense Total	100,758.45	28%
Total Sweet Corn Festival Expense	\$ 356,399.76	100%
 Net Income	-\$ 12,581.36	

Exhibit C

2014 Sweetcorn Sponsors

Company	Expense Category	Donation (cash)	Donation (in-kind)	Total Donation
Urbana Business	Marketing	\$0	\$23,000	\$23,000
Urbana Business	NA	\$10,000	\$0	\$10,000
State Business	NA	\$10,000	\$0	\$10,000
Decatur Business	Marketing	\$0	\$9,960	\$9,960
Champaign Business	Beer	\$5,000	\$2,500	\$7,500
Champaign Business	Marketing	\$0	\$6,240	\$6,240
County Business	NA	\$6,000	\$0	\$6,000
Champaign Business	Beverages	\$1,000	\$4,100	\$5,100
County Business	NA	\$5,000	\$0	\$5,000
Champaign Business	Marketing	\$0	\$5,000	\$5,000
Urbana Business	Toilets	\$0	\$4,221	\$4,221
Champaign Business	Marketing	\$0	\$3,700	\$3,700
State Business	NA	\$3,690	\$0	\$3,690
Urbana Business	Marketing	\$750	\$2,250	\$3,000
Champaign Business	Marketing	\$0	\$2,500	\$2,500
Urbana Business	Corn	\$0	\$2,225	\$2,225
Champaign Business	Marketing	\$0	\$2,000	\$2,000
Urbana Business	Beer	\$0	\$1,500	\$1,500
Urbana Business	Entertainment	\$0	\$1,500	\$1,500
Champaign Business	Marketing	\$0	\$1,500	\$1,500
Urbana Business	Tents	\$0	\$1,200	\$1,200
Urbana Business	NA	\$1,000	\$0	\$1,000
Urbana Business	Corn	\$0	\$1,000	\$1,000
Urbana Business	Vendors	\$0	\$1,000	\$1,000
Urbana Business	NA	\$500	\$0	\$500
Urbana Business	NA	\$500	\$0	\$500
Champaign Business	Sanitation	\$0	\$500	\$500
Urbana Business	NA	\$500	\$0	\$500
Decatur Business	Tickets	\$0	\$500	\$500
Champaign Business	Motor Muster	\$500	\$0	\$500
Urbana Business	Motor Muster	\$500	\$0	\$500
Urbana Business	Motor Muster	\$500	\$0	\$500
Champaign Business	Motor Muster	\$250	\$0	\$250
Champaign Business	Motor Muster	\$250	\$0	\$250
Urbana Business	Motor Muster	\$250	\$0	\$250
Champaign Business	Motor Muster	\$150	\$0	\$150
Champaign Business	Motor Muster	\$150	\$0	\$150
Urbana Business	Marketing	\$0	\$100	\$100
Champaign Business	Motor Muster	\$35	\$0	\$35
Champaign Business	Motor Muster	\$35	\$0	\$35
Champaign Business	Motor Muster	\$35	\$0	\$35

\$46,595

\$76,496

\$123,091

Exhibit D

Resolution No. 2014-05-028R

PROMOTIONAL AND MARKETING AGREEMENT FOR ANNUAL URBANA SWEETCORN FESTIVAL

This Promotional and Marketing Agreement for Annual Urbana Sweetcorn Festival (hereinafter, "Agreement") is entered into this 30th Day of June, 2014 by and between the City of Urbana (hereinafter, the "City") and the Urbana Business Association (hereinafter, the "UBA") (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, the UBA is not-for-profit business league 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. § 1 et seq.) and which is comprised of business members which are located in and about the City; and

WHEREAS, the City deems it beneficial for its residents and its business community to continue arranging for, marketing, promoting, staging, offering, and conducting the annual special event within the City's corporate limits known as the Urbana Sweetcorn Festival (hereinafter, the "Festival"); and

WHEREAS, the UBA has arranged for, marketed, promoted, staged, and offered the Festival in past years; and

WHEREAS, the City and the UBA seek to form a mutually beneficial arrangement whereby the UBA undertakes the promotion, marketing, sponsoring, and staging of the Festival.

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'S OBLIGATIONS TO THE UBA:

1. City Festival Funding: The City shall make available to the UBA up to but not more than ten thousand dollars (\$10,000) which the UBA shall apply to defray the UBA's costs of promoting, marketing, and staging the Festival (hereinafter, "City Festival Funding").

2. Disbursement of City Festival Funding: The City shall disburse City Festival Funding on a reimbursement basis and based on receipts for expenditures made by the UBA which shall be presented to the City. The City shall provide such reimbursement within fourteen (14) days following the UBA's presentment to the City of receipts for which the UBA seeks reimbursement. The UBA shall present its requests for reimbursement no more frequently than once per month.

3. In-Kind Services: In addition to the City Festival Funding, the City shall provide in-kind services the reasonable value of which shall not exceed ten thousand dollars (\$10,000).

4. Payment of City Festival Funding and In-Kind Services: The City shall have the sole discretion whether to reimburse the UBA for any receipt which the UBA presents to the City for reimbursement but such reimbursement shall not be unreasonably withheld. The City shall value the in-kind services which it provides to, for, or for the benefit of the UBA and the Festival 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.

B. THE UBA'S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing and Staging Activities: The UBA shall use its reasonable best efforts to develop, promote, market, stage or otherwise arrange for the development, promotion, marketing, and staging of the Festival and all aspects related thereto. In the event that the UBA contracts with a third person to undertake the immediate aforesaid activities, the UBA shall make a reasonable effort to assure that such person performs the immediate aforesaid obligations in the same or better manner than would be required of the UBA by reason of this Sub-Paragraph. In the development, promotion, marketing, and staging of the Festival, the UBA and its agent, if any, shall comply with all applicable City ordinances, policies and procedures concerning such public special events. Further, the UBA shall undertake reasonable measures to assure that all other persons who are or become involved with the promotion, marketing, and staging of the Festival comply with all City ordinances, policies and procedures concerning such special public events.

2. City Sponsorship Recognition: The UBA shall identify the City as a primary sponsor of the Festival on any and all promotional and marketing material and information provided to or made available to the public in connection with the Festival including any and all posters, signs, banners, mailers, print advertisements, radio and television advertisements, entertainment stage decorations, and any other means by which the Festival is promoted, marketed, and staged.

3. Accounting for Festival: The UBA shall submit to the City a complete accounting of all revenue received and expenditures made and/or incurred relating to the promotion, marketing and staging of the Festival. The accounting shall identify each source of revenue and the amount derived from each source and each expense paid or for which the UBA is obligated to pay and the amount paid or to be paid. Such accounting shall be submitted to the City in writing on or before January 31, 2015.

4. Refund of City Festival Funding: In the event that the UBA elects not to promote, market, and/or stage or arrange for a third person to promote, market or stage on its behalf the Festival, the City shall be relieved of any and all responsibility to provide any form of City Festival Funding or in-kind services as provided in Sub-Paragraphs A.1. and A.3. of this Agreement. If the City has provided any City Festival Funding and/or in-kind services to the UBA for the Festival prior to the date when the UBA elects to cancel the Festival, the UBA shall promptly refund any and all such City Festival Funding along with the reasonable value of any in-kind services provided which in-kind services will be valued as provided in Sub-Paragraph A.3. of this Agreement.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall remain in full force and effect from the date first appearing above through January 31, 2015.

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.5. 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 the UBA –

- (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 the UBA;
- (v) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where the UBA fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
- (vi) enters into any arrangement with creditors which could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
- (vii) is placed in receivership by a lawful court order;
- (viii.) 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

(ix) 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 City Festival Funding to the UBA 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 the UBA of any and all City Festival Funds advanced to or paid to the UBA.

b. In the event that the City has provided no City Festival Funding to the UBA, 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 fourteen (14) days after the effective date of such written notice (as defined by Sub-Paragraph C.5. 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, the UBA shall refund to the City any and all City Festival Funds advanced to or paid to the UBA as of the date of termination.

5. Notices: All notices required to be given shall be in writing 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:

Economic Development Manager
City of Urbana
400 S. Vine St.
Urbana, IL 61801

TO THE UBA:

Executive Director
Urbana Business Association
111 W. Main St.
Urbana, IL 61801

6. **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.

7. **Assignment:** The UBA shall not have the right to assign or otherwise transfer to any third person the UBA's obligations provided for in this Agreement without the express written consent of the City. If the City consents to any such assignment, the UBA shall remain responsible for the performance of its obligations as required by this Agreement as if it would be performing such obligations and the third person to whom the UBA makes such assignment shall be bound to perform the UBA's obligations as if a party to this Agreement.

8. **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the City and the UBA and their respective successors and assigns.


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

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

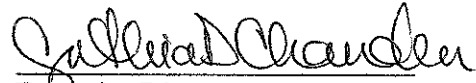
11. **Supersedious:** This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

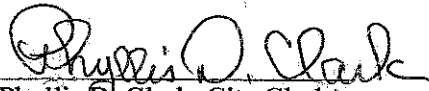
FOR THE CITY:


Laurel Lunt Prussing, Mayor

FOR THE UBA:


Executive Director

ATTEST:


Phyllis D. Clark, City Clerk

ATTEST:


Board of Directors Chair

