



## 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 Members

**FROM:** Lorrie Pearson, AICP, Community Development Services Director  
Stepheny McMahon, Economic Development Coordinator

**DATE:** November 5, 2020

**SUBJECT:** **Discussion: Urbana Business Association FY2020-2021 Agreement**

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### Introduction

Due to the impact of the COVID-19 health emergency, staff has drafted a partial-year agreement for the provision of promotion and marketing services by the Urbana Business Association (UBA) for the benefit of the City's business community. At a future meeting, the City Council will be asked to consider a resolution adopting the agreement (**Attachment A: Draft Resolution including attached Draft FY2020-21 UBA/City Promotion & Marketing Agreement**). Due to the untested nature of many of the proposed revenue sources, the proposed agreement has been modified from previous years' agreements to cover activities from July 1, 2020 to December 31, 2020. The total amount budgeted for UBA in this fiscal year's budget, excluding Sweetcorn Festival funding and in-kind services, is \$57,815. Staff is recommending a funding amount equal to \$28,907.50 to reimburse for eligible expenses through the end of this calendar year.

### Discussion

The UBA is a 501(c)6 member-based organization with a mission of serving its members by making Urbana a dynamic place in which to live, work, and do business. The organization is governed by a board of business and government representatives. The UBA has 122 dues-paying business members with 18 new members having joined to-date in 2020. In addition to member services, the organization hosts and supports a variety of events and operates marketing campaigns that benefit the Urbana business community and the local economy.

As noted in the Work Plan (Attachment B), traditionally, during years when there is not a pandemic, UBA hosts and co-hosts several major events in the City of Urbana each year including the *Urbana Sweetcorn Festival*, the *Uncork Urbana Wine Festival*, *Market IN the Square*, *Downtown Trick or Treat*, the *Urbana Downtown Get Down*, and the *World's Shortest St. Patrick's Day Parade*. UBA also provides marketing and support through partnerships with other major events in Urbana including the *Boneyard Arts Festival*, *Urbana Arts Expo*, *CU Jazz Festival*, and the *CU Folk & Roots Festival*. In FY2020-21, the UBA has already conducted several events following the Restore Illinois guidelines however, the limitations on public events due to the COVID-19 pandemic have drastically impacted the UBA's annual income. Moving forward, the UBA plans to focus on establishing a business mentorship program by matching business owners with entrepreneurs and creating a 501(c)3 foundation so that the organization will be eligible to apply for grant funding.

City staff recognizes the challenges to UBA’s planned activities related to the pandemic. In fact, their net income was negative for last fiscal year as a result. Inasmuch as event income for the current fiscal year (which is a substantial source of overall revenue) is based on multiple new and untried events, staff has concerns about the financial viability of the organization. One recent example of a revenue source that could not be relied upon this year is Market IN the Square, which was forced to be cancelled due to public health requirements. The space could simply not fit the number of vendors needed to make the event self-sufficient. In a typical year, the indoor market is another profit generator for the organization.

The proposed resolution and agreement would reimburse the UBA for eligible expenses for the first six months of FY2020-21. Figure 1 shows the history of the City’s declining annual contribution outlining the long-standing push for the UBA to become self-sustaining. In addition to the annual payment for general operating, UBA has typically received funding for the Sweetcorn Festival. This year, that funding decreased from \$10,000 in FY2019-20 to \$8,000.

<b>Fiscal Year</b>	<b>UBA</b>	<b>Change</b>	<b>% Change</b>
<b>FY 2012-13</b>	\$85,000	-	-
<b>FY 2013-14</b>	\$85,000	\$0	0.0%
<b>FY 2014-15</b>	\$80,000	(\$5,000)	-5.9%
<b>FY 2015-16</b>	\$75,000	(\$5,000)	-6.3%
<b>FY 2016-17</b>	\$70,000	(\$5,000)	-6.7%
<b>FY 2017-18</b>	\$62,815	(\$7,185)	-10.3%
<b>FY 2018-19</b>	\$57,815	(\$5,000)	-8.0%
<b>FY 2019-20</b>	\$57,815	\$0	0.0%
<b>FY 2020-21</b>	\$28,907.50	(\$28907.50)	-50.0%

*Figure 1: Historic UBA Organization Funding and Proposed for FY2020-21*

Based on the submitted budget (Attachment B), City staff recognizes that the UBA will be unable to continue full business support and marketing services without the full-year City contribution. In response, the City has hired the UBA’s current Executive Director to work within the City’s Economic Development Division and provide the support businesses need. It is the City’s desire to continue a relationship with the UBA moving forward, and is open to the UBA requesting future funding as new programs and financially sustainable practices are developed.

The proposed agreement is similar in form to the agreement entered into between the City and UBA during FY2019-20 with provisions requiring that all payments under this agreement shall occur on a reimbursement basis.

## **Fiscal Impacts**

The proposed \$28,907.50 sponsorship for the 2020-21 fiscal year has been provided for in the proposed City budget.

## **Options**

Once sent to the City Council as an action item, Council will have 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 UBA.

3. Deny the resolution.

### **Recommendation**

Staff recommends that the City Council provide comment on the draft agreement and send it to City Council meeting for formal consideration.

Attachments: A –Draft Resolution with attached draft FY2020-21 UBA/City  
Promotion & Marketing Agreement  
B – UBA Work Plan and Budget for FY2020-21

**RESOLUTION NO. 2020-11-058R**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
PROMOTIONAL AND MARKETING AGREEMENT**

**(Urbana Business Association, FY 2020-21)**

**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 has determined that the promotion and marketing of its business community provides a benefit to the City; and

**WHEREAS**, the Urbana Business Association (“UBA”) is a 501c.6 not-for-profit business league that is well positioned to provide those promotion and marketing services for the City and the Urbana-Champaign region; and

**WHEREAS**, the City and the UBA have previously held a relationship related to promotion and marketing services; and

**WHEREAS**, the City and UBA believe that it would be mutually beneficial to the City and UBA to renew their agreement whereby UBA would provide marketing and promotion services for and on behalf of the City and the City would reasonably compensate UBA for such services.

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

Section 1.

A Promotional and Marketing Agreement by and between the City and the Urbana Business Association, 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 in substantially the form appended hereto as so authorized and approved for and on behalf of the City.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS::

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**Phyllis D. Clark, City Clerk**

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**Diane Wolfe Marlin, Mayor**

**PROMOTIONAL AND MARKETING AGREEMENT**

This Promotional and Marketing Agreement (hereinafter, “Agreement”) is entered into 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 a not-for-profit business league that 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 is comprised of business members that are located in and about the City; and

WHEREAS, the City seeks to grow its business community by promoting and marketing and by entering into one or more arrangements with other persons to promote and market the City through public and special events that are intended to attract new businesses to, expand existing businesses within, and bring customers into the City; and

WHEREAS, the UBA seeks to grow its membership of businesses and expand its services to businesses located in and about the City; and

WHEREAS, the UBA is experienced in promoting, marketing, staging, and arranging for public and special events that are intended to attract new businesses to, expand existing businesses within, and add customers to the City; 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 various types of public and special events within and for the benefit of the City and its business community.

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 UBA:**

**1. City Funding and In-Kind Services to UBA:**

**a. UBA Funding:** The City shall provide UBA with certain funding that UBA may use to operate its business and perform its functions as a 501(c)(6) not-for-profit business league as certified by the Internal Revenue Service. The amount of funding that the City shall provide to UBA for such purpose shall be as follows:

The City shall reimburse the UBA for those expenses that the UBA incurs during the period July 1, 2020 through December 31, 2020 with the

aggregate total of said reimbursements for the said six-month period being no greater than \$28,907.50.

**b. City In-Kind Services to UBA:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City shall make available to UBA office space located in downtown Urbana and such office space shall be provided without any charge during the term of this Agreement. The value of the right to occupy the aforesaid office space for one half year shall be \$3,600. The City shall also allocate three parking spaces for UBA staff and visitors and such parking spaces shall be located in said parking deck without any charge. The value of the aforesaid dedicated parking spaces for one half year shall be \$810. The City may at its discretion provide additional in-kind services at no cost to UBA, but is under no obligation to provide any such in-kind services. The City shall value any in-kind services that it provides to or for the benefit of UBA based on the rates that 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. The UBA may continue to use the office space and parking spaces beyond the term of this agreement, through 11:59 p.m. March 31, 2021.

**c. Collective 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 the UBA that, during the term of this Agreement, the UBA 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 as well as to expand its services to businesses located in and about the City. Thus, the Parties intend that the UBA's receipt of City Funding shall be based in whole or in part on the UBA'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 UBA services, which benefit the City and/or its business community and the City from compensating the UBA on covenants, terms and/or conditions separate and apart from those provided for in this Agreement. To this end, the City shall disburse to the UBA City Funds subject to the limitations contained in those Sub-Paragraphs, as follows:

a. City Funds shall be disbursed to the UBA on a reimbursement basis within twenty-eight (28) days of the City's receipt of documentation of UBA expenses, which documentation should include, where available, receipts and payroll for its expenses. In the event that an expenditure is of a type where a receipt is not available, then the UBA shall provide a written statement of the amount paid, to whom paid, and a description of the goods or services purchased. The UBA shall cooperate with the City in providing such information regarding the UBA's expenses as the City determines. The City, in its

sole discretion, shall determine which, if any, of the expenses submitted to it by the UBA shall qualify for reimbursement.

b. The UBA shall not submit requests for reimbursement on a more frequent basis than once a month. Further, in the event the UBA determines that a monthly request shall be less than \$500.00 for any month, the UBA shall refrain from making a reimbursement request for that month and include the amount, which would be requested in the next month's request for reimbursement.

Notwithstanding anything to the contrary provided for in Sub-Paragraphs A(1)(a), A(1)(b) and A(1)(c) of this Agreement, the UBA shall not use or expend any of the money that the City provides the UBA 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 that are or may be contrary to the UBA's IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed or interpreted as prohibiting the UBA from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City 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, that the City may, in its sole discretion, provide to the UBA 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. Any monetary funding paid or in-kind service provided by the City in its sole discretion to UBA for the sole purpose of contributing toward any UBA special event, including but not limited to the annual Urbana Sweetcorn Festival, shall be held separate and apart from this Agreement.

**B. UBA'S OBLIGATIONS TO THE CITY:**

**1. Promotional, Marketing, and Sponsoring Activities:** For the term of this agreement dating July 1, 2020 through December 31, 2020, the UBA 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 destination, to assist in the promotion and marketing of businesses and events located in the City, to expand the sales of existing businesses and events located in the City, to organize or attract major public and special events in the City and assist in their promotion and marketing, and to attract new visitors, entrepreneurs, and residents to Urbana. Such efforts shall include but shall not be limited to promotion, marketing, recruitment, sponsoring, and staging of various business-related activities, events, destinations, businesses and partnerships within and for the benefit of the City and its business community. Such efforts shall also be complementary to and consistent with UBA's efforts to grow its membership of businesses and expand its services to businesses located in and about the City. The UBA shall also coordinate the installation and removal of banners in the downtown and other locations as approved by the City. Further, such promotional and marketing efforts may include the advertising, through any and all means and media deemed reasonable and appropriate by the UBA, of the City and businesses located in the City. The UBA's promotional, marketing,



staging, sponsorship, and advertising activities shall be undertaken in a reasonable effort so that businesses throughout the City may benefit from such activities. However, nothing herein shall be deemed or construed as prohibiting the UBA from promoting, marketing, staging, or sponsoring one or more public or special events that is/are intended to promote or benefit a particular business (e.g., the conducting of a ribbon-cutting ceremony) or category of business (e.g., retail, technology, manufacturing) so long as the UBA undertakes reasonable efforts to promote other businesses within the City.

Further, UBA shall –

a. recognize the City as a “Presenting Sponsor” in all of its activities and capacities in a manner that is fully consistent with UBA’s official description of partnership levels and the treatment of other like organizational, municipal, business, and/or jurisdictional partners of UBA (hereinafter “City Partnership Status”);

b. market, coordinate, organize, and/or support events held within the City in a manner that is consistent with the City Partnership Status including but not limited to the following events: Boneyard Arts Festival, Urbana’s Market at the Square, Urbana’s Market IN the Square, the Urbana Sweetcorn Festival, Uncork Urbana Wine Festival, the World’s Shortest St. Patrick’s Day Parade, the Urbana Arts Expo, Pygmalion Festival in Urbana, CU Jazz Festival, and the CU Folk & Roots Festival in Downtown Urbana;

c. communicate, coordinate, and cooperate in marketing, sales, and promotion efforts with staff and officials of the City, the Champaign County Economic Development Corporation (hereinafter “EDC”) and Visit Champaign County (hereinafter “VCC”) in a manner that is consistent with the City Partnership Status, including but not limited to requesting information and materials from the City, EDC, and VCC for inclusion in promotions, inviting City, EDC, and VCC representatives to UBA-organized or sponsored events, and including City, EDC, and VCC representatives in planning and coordination efforts;

d. include representatives of Urbana businesses, Urbana event organizers, Urbana institutions, the City, the EDC, and the VCC to participate in monthly networking activities in a manner that is consistent with the City’s Partnership Status including but not limited to participation in Connections Over Coffee, Connections Over Cocktails, UBA Ribbon Cuttings, and any annual holiday appreciation events;

e. recognize Downtown Urbana, Five Points, Philo Road, the Pines at Stone Creek Commons, East Campus, North Cunningham, and North Lincoln Avenue as unique destinations and commercial districts in all relevant promotion and marketing activities of UBA, including emails, social media, newsletters, and marketing campaigns in a manner that is consistent with the City Partnership Status;

f. assist, market, and promote programs and incentives related to City economic development initiatives such as Think Urbana, Urbana Enterprise Zone, and

Urbana Tax Increment Finance Districts to potential developers, investors, builders, tenants, contractors, and end users;

g. collaborate with Urbana’s economic development staff in generating leads for new and retaining existing tenants, developers, investors, and businesses;

h. collaborate with Urbana’s public arts staff to curate, facilitate, and promote innovative and creative events, businesses, partnerships, and activities in and about the City to attract and retain talented, diverse, and skilled individuals and organizations to the City’s workforce and citizenry; and

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

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; and

d. is presented or conducted in a manner so as not to endanger human life, health, or safety.

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

**2. Board Representation:** The City’s Economic Development Manager or such other person as the City’s Mayor may designate shall sit on the UBA Board of Directors with full voting authority during the term of this Agreement as is consistent with the City Partnership Status and the UBA bylaws.

**3. UBA Work Plan:** UBA shall develop a work plan for the City FY provided for in Sub-Paragraph A(1)(a) of this Agreement and shall submit each said work plan to the City before June 1<sup>st</sup> preceding the start of the respective City FY, upon approval by UBA Board of Directors, or upon the effective date of this Agreement, whichever is later. UBA’s work plan submitted to the City for any given City FY shall include the following: (i) an overview of UBA’s programmatic and organizational goals for the year; (ii) list of specific activities and measurable objectives that UBA intends to complete over the course of the year; and, (iii) a description of 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 UBA Board of Directors amends the work plan, UBA shall provide the City with any and all such amendments within seven (7) days after the UBA Board of Directors’ adoption of any such plan amendment or amendments.

**4. UBA Budget:** UBA shall submit to the City an annual budget approved by the UBA Board of Directors and said budget shall be submitted at the same time UBA submits the work plan provided for in Sub-Paragraph B(3) of this Agreement. In the event UBA amends the aforesaid budget, UBA 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 the UBA Board of Directors' approval of such amendment.

**5. UBA Reports to City Council:** UBA shall provide to the City Council, within forty-five (45) days following the close of each quarter of the City FY, its written quarterly report. In addition, UBA shall provide to the City Council, within ninety (90) days following the close of the City's FY, its written annual report, which shall (i) describe the activities that UBA 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 that are consistent with the work plan provided for in Sub-Paragraph B(3) of this Agreement; (ii) provide a summarized accounting of all funds received by UBA 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 UBA during the aforesaid City FY.

UBA shall annually provide a representative of UBA to present the aforesaid annual 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 UBA.

**C. MISCELLANEOUS TERMS:**

**1. Term of Agreement:** This Agreement shall commence on July 1, 2020 and shall expire at 11:59 p.m. on December 31, 2020.

**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, that governs the obligation that 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(7) 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 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 that 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 UBA;

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

(vi) enters into any arrangement with creditors that 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 not moved or closed); and/or

(ix) acts or fails to act in a manner that threatens or that 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 UBA shall automatically cease and become wholly null and void. In addition to any other remedy that the City may have as a matter of law or right, the City shall be entitled

to seek, obtain, and recover a refund from UBA in an amount calculated as if UBA 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, UBA shall refund to the City so much of those funds which the City has provided to UBA 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 that triggers the UBA's obligation to refund any moneys to the City as provided elsewhere in this Agreement, the UBA shall tender to the City such refund in the amount provided for in this Agreement within fourteen (14) calendar days of when the aforesaid event occurred. In the event the UBA 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:** UBA 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 that arise or that may arise out of or that are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by UBA and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require UBA 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 that arise or may arise out of or that 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:**

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

**TO THE UBA:**

Executive Director and/or Board of  
Directors Chair  
Urbana Business Association  
111 W. Main St.  
Urbana, IL 61801

**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 that 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:** 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.

**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 THE UBA:**

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

\_\_\_\_\_  
Tina Stover, Board of Directors Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

\_\_\_\_\_  
Elizabeth Hunter, Secretary



## **2019-2020 Review & 2020-2021 Work Plan**

*Overview:* This document is intended to outline current and future initiatives and guide the Urbana Business Association (UBA) staff and board in planning marketing campaigns, events, and other activities that back our mission.

The current mission of the UBA is to serve our members by making Urbana 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 consumers to certain areas. Our existence allows many businesses the opportunity to participate in marketing and advertising that they would otherwise not be able to afford. The UBA is a 501(c)6 nonprofit member-based organization guided by a Board of Directors with two full-time employees.

*Future Plans:* The UBA is focusing its efforts from special events to providing services and resources to our business members during the COVID-19 pandemic. We are developing partnerships with Buy Black Chambana, Champaign Center Partnership, University of Illinois - Office for Business & Community Economic Development, Urbana Free Library, and Young Professionals of C-U to provide educational webinars and virtual workshops to our members. The UBA also desires to create and establish a 501(c)3 charitable foundation that will provide an opportunity for additional funding and give both members and supporters the opportunity for a tax-deductible contribution. The UBA still desires to provide the Urbana community with special events but will do so under the Restore Illinois guidelines.

## **MEMBERSHIP, MARKETING & PROMOTION**

*Overview:* Business membership and involvement is central to the UBA's mission. The UBA generates a portion of its annual operating income through recruiting and retaining local businesses for membership at various levels of financial support. This allows the organization to host and support a variety of events, develop marketing campaigns that promote Urbana and our businesses, and provide services for its members and the community.

*Review:* Membership: UBA currently has 122 members with 18 new members joining the UBA in the 2019-2020 fiscal year and the UBA had the honor of hosting 12 ribbon cutting ceremonies.

Connections Networking Events: The events dually benefit our business members and the business community. Connections Over Coffee and Connections Over Cocktails are networking events in which our business community comes together once a month at a different member business to share ideas, gain valuable contacts and promote their individual businesses. On the other hand, for only \$250-\$350, a member business can host the event and the UBA provides the marketing, food and beverage for the event.





- Connections (in-person) have been cancelled since March 2020 due to COVID-19 pandemic

Co-op Marketing: We also offer co-op marketing that allowed members to participate in opportunities to appear on local televisions (Market IN the Square vendors) and do recorded/live radio interviews to promote their business and/or upcoming Connections event. This allows the members to get exposure at no cost to them.

Other Exposure/Benefits:

- Talk of the Town - As part of their benefits, members have access to put ads, articles, or any other promotional information in the Talk of the Town e-newsletter.
- Press Releases – Members may submit information to the UBA, and we will send out a press release on their behalf.
- Sponsorships are available and at a discount to our members. These sponsorships provide exposure of the member business to the community.
- Discounts are available for fees charged to participate in festivals, market, and sponsorship opportunities.
- Ribbon Cuttings – UBA organizes and hosts ribbon cuttings for new businesses, anniversaries, and other major milestones of Urbana businesses.

*Future Plans:* Being a resource and providing educational offerings to businesses is our current priority. We continue to look forward to connecting business to the community through a wide variety of marketing efforts and events. As businesses begin to reopen, we are working with them to renew their membership status and offering deferment options to accommodate businesses during the pandemic. We are offering marketing campaigns and virtual ribbon cuttings due to the pandemic that both existing business (reopen ribbon cutting) and new business can utilize to promote their businesses. Networking events will be provided virtually as a way for businesses to get to know their neighbor businesses and organization with a goal of creating collaborations and partnerships.

## **EVENTS**

*Overview:* The UBA acts as an events curator, manager, and facilitator for both recurring and unique event programs. The organization organizes and operates the *Urbana Sweetcorn Festival, Market IN the Square, Uncork Urbana Wine Festival, Urbana's Downtown Get Down, The Word's Shortest but Best St. Patrick's Day Parade, Downtown Trick or Treating, Connections Over Cocktails or Coffee, Realtor Tours, Workshops* as well as other events designed to promote downtown Urbana and other districts.

*Review:* *Urbana's Downtown Get Down 2019:* The City of Urbana Public Arts and Culture Program, Urbana Park District, 40 North 88 West Champaign County Arts Council, The Urbana Free Library, and the Urbana Business Association presented the first annual



Downtown Get Down, a downtown events series that takes place on the 4th Saturday of the month May-August in the heart of Downtown Urbana with live music and festivities on Main and Race Streets plus food and drink specials, deals, and live music presented by downtown businesses! The Downtown Get Down featured live concerts, DJs, an artist's street market, kids' zone, teen maker lab, inflatables, games, live arts demos, performances, specials in the downtown businesses and so much more! The last two series occurred at the beginning of the 2019 fiscal calendar. Due to the COVID-19 pandemic the DTGD was not offered in 2020.

*Urbana Sweetcorn Festival 2019:* Last year was year two of keeping the festival LOCAL and with success! From the festivals stages to the bands booked in our downtown venues, we hosted over 30 local bands and entertainers. There were more than 80 amazing local food, merchandise, informational, nonprofit, and downtown business vendors attended the festival. We also hosted many kid and family friendly activities including our Corn Classic Corn Eating Contest and CU Adventures in Time and Space puzzle hunt! In keeping with the local theme, the festival partnered with Riggs as the exclusive beer sponsor only serving local beer and wine.

*Downtown Trick or Treat 2019:* The UBA provided an afternoon of safe trick or treating and children activities. The Library hosted an array of children activities. Along with these fun activities UBA made arrangements with over 40 downtown business to allow the children to trick or treat at each business. This was a fun event for children but also allowed the community to explore and discover businesses that they may not normally patron. This was also great exposure for our downtown and our businesses.

*Market IN the Square 2019-2020:* The indoor farmer's and crafter's market runs from November through April. There were over 80 vendors who participated. Our Instagram social media platform page quadrupled in following. And partnering with Urbana Arts and Culture Program added entertainment on a bi-monthly basis. However, the last 6 of the 22 markets offered were cancelled due to the COVID-19 pandemic.

*Uncork Wine Festival 2020:* The festival is held in our beautiful Meadowbrook Park, located at 2808 S Race Street. This year's wine festival was cancelled due to the COVID-19 Pandemic. The last event was held on Saturday, June 8, 2019 from 3:00PM - 10:00PM.

*Future Plans:* *Market IN the Square 2020-2021*

- Increase marketing and education on Supplemental Nutrition Assistance Program (SNAP)
- Reduce entertainment or other activities to avoid loitering of large groups (due to COVID)
- Create a Saturday afternoon or Sunday Market to separate essential vendors from non-essential

*Urbana Sweetcorn Festival 2020*

- Offer a virtual experience – *Remembering the Sweet Times*



- Sweetcorn Drive Thru (sweetcorn, t-shirts, and PPE Mask)

#### Downtown Trick or Treating 2020

- Work with plazas and shopping centers to provide more locations for trick or treating
  - The Pines
  - Sunnycrest Mall
  - Five Points
  - Northgate Shopping Center

#### New Events

- Webinars & Virtual Workshops
  - Ask an Expert Webinar
  - Know Your Neighbor Webinar
- Special Events
  - Golf Outing
  - Bar Stool Crawl/Retail Putt-Putt
  - Food Truck Rally
  - Custom Contest – During Downtown Trick or Treat
  - Magic On Main St.\*
  - Scavenger Hunt – City Wide
  - Monthly Awareness Events

# Urbana Business Association 2020-2021 BUDGET

	Jul '20-June '21 Budget
<b>Income</b>	
<b>Administration Income</b>	
City Funding	\$ 57,815.00
<b>Total Administration Income</b>	<b>\$ 57,815.00</b>
<b>Membership Income</b>	
Dues	\$ 18,000.00
Educational Services	\$ --
Event Sponsor (Virtual)	\$ 3,000.00
<b>Total Membership Income</b>	<b>\$ 21,000.00</b>
<b>EVENTS</b>	
Market IN the Square Vendor	\$ 16,500.00
Virtual Sweetcorn Festival (NEW)	\$ 10,000.00
Coupon Booklet (NEW)	\$ 5,000.00
Bar Stool (Miniature Golf) Crawl (NEW)	\$ 1,000.00
Scavenger Hunt (NEW)	\$ 5,000.00
Magic on Main (NEW)	\$ 3,000.00
Monthly Awareness Events (NEW)	\$ 5,000.00
Golf Outing (NEW)	\$ 10,000.00
<b>Total Event Income</b>	<b>\$ 55,500.00</b>
<b>Total Income</b>	<b>\$ 134,315.00</b>
<b>Expenses</b>	
<b>Administration Expense</b>	
Bank Charges-Memberzone	\$ 250.00
Bank Charges-Paypal	\$ 1,500.00
Communications (phone, internet)	\$ 550.00
Computers/Software	\$ 7,000.00
Dues & Subscriptions	\$ 500.00
Insurance	\$ 4,500.00
Legal & Professional Fees	\$ 1,500.00
Meals and Entertainment	\$ 200.00
Miscellaneous	\$ -
Postage	\$ 200.00
Supplies	\$ 500.00
Travel	\$ 200.00
<b>Total Administration Expense</b>	<b>\$ 15,400.00</b>
<b>Event Expense</b>	
Downtown Trick or Treating	\$ 100.00
Sweetcorn Festival	\$ 8,000.00
Market IN the Square	\$ 4,000.00
Magic on Main	\$ 1,500.00
Scavenger Hunt	\$ 1,000.00
Virtual Workshops	\$ 1,000.00
Golf Outing	\$ 1,000.00
Miscellaneous Events	\$ 500.00
<b>Total Event Expense</b>	<b>\$ 17,100.00</b>
<b>Payroll Expenses</b>	
Bookkeeping Contract	\$ 3,000.00
Payroll Taxes	\$ 9,600.00
Salary	\$ 80,000.00
<b>Total Payroll Expense</b>	<b>\$ 92,600.00</b>
<b>Urbana Marketing &amp; Promotion Expense</b>	
Urbana Business Marketing- Electronic Communications (e-newsletters)	\$ 500.00
Urbana Business Marketing-Social Media	\$ 2,500.00
Urbana Business Marketing- Print (print ads)	\$ --
Urbana Business Marketing- Radio (radio ads)	\$ 1,500.00
Urbana Business Marketing- Television (television ads)	\$ 1,500.00
Urbana Business Marketing- Website (monthly maintenance, app maintenance)	\$ 1,500.00
Urbana Promotion (arts, miscellaneous promotion) & Banners	\$ 1,500.00
<b>Total Urbana Business Marketing Expense</b>	<b>\$ 8,500.00</b>
<b>Total Expenses</b>	<b>\$ 134,100.00</b>
<b>Net Income-UBA</b>	<b>\$ 215.00</b>

