



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 *John Etk*

DATE: May 29, 2014

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROMOTIONAL AND MARKETING AGREEMENT (Urbana Business Association, FY 2014 - 2015, FY 2015 - 2016, & FY 2016 - 2017)**

AND

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROMOTIONAL AND MARKETING AGREEMENT FOR ANNUAL URBANA SWEETCORN FESTIVAL (Urbana Business Association, Calendar Year 2014)

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 a variety of marketing, promotional, and special event activities benefitting the businesses and residents of Urbana. Some of the events include the Holiday Market, the Middle Market, and the Urbana Sweetcorn Festival. The UBA is also planning a new annual Downtown event, the Uncork Urbana Wine Festival, which will first take place this June. UBA hosts several member events a year including the Blend of Urbana morning membership meetings and Urbana Blender evening networking mixers. UBA also coordinates the annual Urbana Restaurant Week, hosts many complimentary ribbon cuttings for new/expanding businesses, manages the new Urbana App, and oversees the design and installation of banners and holiday decorations. The UBA produces of numerous print marketing pieces, manages social media marketing campaigns, issues a weekly Explore Urbana e-newsletter, and partners with the City at numerous event exhibitions. 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 an agreement for marketing and promotion services.

Over the last year, UBA has initiated a process to make some major positive changes. In 2013 UBA's business memberships increased by 32% and the UBA Board welcomed four new directors. The Board went on to engage in two retreats and began brainstorming a new direction for the organization. Specifically, the Board identified a goal of becoming a more self-sufficient, member-driven business association. This intent is reflected in several contract changes requested by that provide for declining staffing support over a three year period, funding based on UBA's fundraising performance, and a separate annual contract for the City's support of the Urbana Sweetcorn Festival.

Attached is a resolution approving a three-year Promotional and Marketing Agreement for UBA's staff and operating expenses (Attachment A) as well as the attached resolution approving a one-year agreement for City support of the Urbana Sweetcorn Festival (Attachment B). These two agreements are presented separately at the request of UBA. Additional attachments include the 2014-2015 UBA Business Plan (Attachment C), the 2014 UBA Budget (Attachment D), and the slides from UBA's presentation at the May 27th Committee of the Whole meeting (Attachment E).

The currently proposed Promotional and Marketing Agreement covers activities from July 1, 2014 to June 30, 2017, and the Sweetcorn Festival Agreement covers activities for the remainder of the 2014 Calendar Year.

Issues and Discussion

The total proposed funding level for UBA in the FY 2014-15 agreements is the same as the previous two years' agreements at \$95,000. The UBA has requested two separate agreements: one to support the Promotional and Marketing services provided by the organization and a second for the Urbana Sweetcorn Festival. The Promotional and Marketing agreement is proposed for a three year period and includes reimbursements for staffing, which decline each year. The proposed agreement also includes reimbursement for operating expenses, which are contingent on the UBA's ability to raise an equivalent amount of donations, membership dues, and in-kind contributions from private sources.

The proposed changes in these two agreements were in part modeled after the Champaign Center Partnership agreement and are intended to transition the Urbana Business Association to become a more self-sufficient, financially sustainable organization. The UBA Board has expressed a strong interest in becoming a more member-driven association and to review the organization's practices and services in light of this perspective. These agreements give UBA flexibility in its use of City funding for promotion and marketing of Urbana, its business districts, and events in those districts while also setting firm financial performance expectations and a higher level of detail in reporting to City staff and the Council. The City will continue to provide office space at no charge and the City will continue to have one seat on the UBA Board.

The City of Urbana and the Urbana Business Association continue to place an emphasis on

new marketing initiatives. This continued coordination between the City (primarily through the Marketing Coordinator and the Public Arts Coordinator) and the UBA has resulted in joint marketing pieces, joint promotional pieces, joint event attendance/exhibits, and a joint cell phone app. Most recently the City and the UBA jointly produced a new Downtown Urbana Retail Shopping and Restaurant Map. Representatives of the UBA have been regular participants in the City's monthly Streetscape meetings, the monthly Community Marketing meetings, and monthly Communications and Outreach meetings.

The proposed agreements will require the UBA to continue to submit to the City Council an annual business plan and an annual budget. The UBA will be required to provide more detailed business plans beginning in FY2015-16. Furthermore, UBA will also begin providing an additional annual report on January of each year which will report on the organization's performance on those areas defined in its business plan which would have been presented roughly six months prior.

The total annual budget for the UBA is approximately \$470,000. In the budget, the Urbana Sweetcorn Festival accounts for approximately \$290,000 in revenue and approximately \$270,000 in expenses. The estimated net revenue from Sweetcorn is approximately \$20,000, though the actual number will vary depending on weather, attendance, ticket sales, etc. Aside from Sweetcorn, other significant revenue sources for UBA are the City of Urbana, membership dues, and vendor fees from the Holiday Market and Middle Market. Aside from Sweetcorn, other significant expenses for UBA include staff costs, membership expenses, downtown promotions, banners/holiday decorations, marketing, and administrative costs.

Fiscal Impacts

The agreements jointly commit funds in the amount for FY 14-15 is consistent with both the FY 12-13 and FY 13-14 amounts at \$95,000. The proposed FY 14-15 budget includes approximately \$28,000 of the proposed agreement to be funded by the General Fund, through the Community Development Services budget. The remaining \$67,000 of the proposed agreement amount will be funded by TIF funds. The total City commitment for FY 14-15 from both the General Fund and TIF districts is \$95,000. The \$95,000 is already included in the published draft FY 14-15 budget.

The Promotional and Marketing Agreement is a three year agreement which if fully exercised by UBA will also commit the City to the declining amounts of \$80,000 in FY15-16 and \$75,000 in FY16-17. The Sweetcorn Festival agreement does not commit any funding beyond FY 14-15 and the City Council will need to again consider its support of the Sweetcorn Festival each year.

The table below shows the UBA funding breakdown over the last two fiscal years as well as over the three upcoming. The bolded amounts in gray cells are those covered by the two attached agreements; the Sweetcorn Festival amounts for FY 2015-16 and FY 2016-17 shown in italics will not be committed to in the attached agreements and will be the subject of future

Council action.

Fiscal Year	Staffing	Operations	Sweetcorn	UBA Total	% Change
FY 2012-13	\$85,000		\$10,000	\$95,000	NA
FY 2013-14	\$85,000		\$10,000	\$95,000	0.0%
FY 2014-15	\$50,000	\$35,000	\$10,000	\$95,000	0.0%
FY 2015-16	\$45,000	\$35,000	\$10,000	\$90,000	-5.3%
FY 2016-17	\$40,000	\$35,000	\$10,000	\$85,000	-5.6%

Options

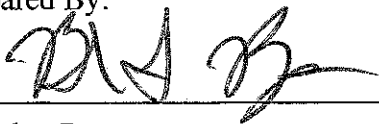
The City Council has the following options with respect to this agreement:

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

Recommendation

Staff recommends that the City Council approve both attached resolutions.

Prepared By:



Brandon Boys
Economic Development Coordinator

- Attachments: A - Adopting Resolution with attached proposed 2014-15, 2015-16, & 2016-17 UBA/City of Urbana Agreement
B - Adopting Resolution with attached proposed 2014-15 UBA/City Sweetcorn Agreement
C - 2014-2015 Urbana Business Association Business Plan
D - 2014 Urbana Business Association Budget
E - UBA's Presentation Slides from May 27th Committee of the Whole

Attachment A

RESOLUTION NO. 2014-05-027R

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

(Urbana Business Association, FY 2014 - 2015, FY 2015 - 2016, & FY 2016 - 2017)

WHEREAS, the City of Urbana ("City") has determined that supporting marketing and promotion services provides a benefit to the City; and

WHEREAS, the Urbana Business Association ("UBA") is well positioned to provide those promotion and marketing services for the City; and

WHEREAS, the City and the UBA have established a long standing relationship related to promotion and marketing services; and

WHEREAS, the City and the UBA believe that it would be mutually beneficial to the City and UBA to renew their relationship 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 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.

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

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

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

Resolution No. _____

PROMOTIONAL AND MARKETING AGREEMENT

This Promotional and Marketing Agreement (hereinafter, "Agreement") is entered into this ____ Day of _____, 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 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 which 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 which are intended to attract new businesses to, expand existing businesses within, and 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 THE UBA:

1. City Funding of UBA:

a. UBA Staff Funding: The City shall provide the UBA with certain funding which the UBA may use to pay UBA-employee salaries. The amount of funding which the City shall provide to the UBA for such purpose in each of the following City fiscal years, each of which shall commence of July 1 and end on June 30 (hereinafter, "City FY" or "City FYs") shall be:

FY 2014-2015:	\$50,000
FY 2015-2016:	\$45,000
FY 2016-2017:	\$40,000

The UBA agrees that none of the funds provided for in this Sub-Paragraph shall be used at any time to increase any UBA employee's compensation.

b. UBA Operational Funding: Separate and apart from the funding provided for in Sub-Paragraph A.1. of this Agreement, the City shall provide the UBA with a certain amount of funds which shall be equal to but shall not exceed the aggregate amount of revenue which the UBA derives from corporate investments in and/or donations to the UBA (whether monetary or in-kind services) and new membership fees and/or dues collected by the UBA (hereinafter, collectively, referred to as "Revenue"). Notwithstanding anything in this Sub-Paragraph to the contrary, the maximum amount which the City shall provide to the UBA as operational funding for any of the City FYs listed in Sub-Paragraph A.1. of this Agreement shall be \$35,000 (hereinafter, "Matching Funds"). Only the Revenue which the UBA actually collects and in-hand receives during a City FY shall be used in calculating the Matching Funds which the City shall provide for that fiscal year. For purposes of determining the monetary value of in-kind services received by the UBA, the UBA shall provide the City with detailed documentation satisfactory to the City which shall include (i) the name of the provider of the in-kind service; (ii) a description of the nature of the in-kind service; (iii) the date or dates when such in-kind services were provided; (iv) the value of each such in-kind service; and (v) the means, method or basis by which each such in-kind service has been valued by the UBA. The City shall have the sole right and discretion whether to include any one or more of the in-kind services in computing the Matching Funds which the City shall provide to the UBA. On or before June 1st preceding each City FY for which Matching Funds are sought, the UBA shall provide the City with the amount of Revenue it received and, in the case of in-kind services, the information hereinbefore referenced. In addition to the aforesaid information, the City may request the UBA to provide the said information on a periodic basis.

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 funding provided for in Sub-Paragraphs A.1. and A.2. of this Agreement.

3. 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 significant efforts towards becoming a self-sustaining organization. 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 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 necessary in order to calculate disbursements to the UBA. 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.2. and A.3. of this Agreement, the UBA shall not use or expend any of the money which the City provides the UBA, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organization's, candidate's, or public office-holder's political campaign, lobbying activities, or other activities which are or may be contrary to 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.

4. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed or interpreted as limiting the amount of additional funding, if any, which the City may, in its sole discretion, provide to 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.

5. UBA Office Space: During the term of this Agreement, the City shall make available to the UBA office space located in the downtown Urbana parking deck and such office space shall be provided without any charge. The City shall also provide parking for UBA staff and visitors and such parking shall be located on the top level of said parking deck without any charge.

B. UBA'S OBLIGATIONS TO THE CITY:

1. UBA Business Plan: The UBA shall develop a business plan for each of the City FYs provided for in Sub-Paragraph A.1. of this Agreement and shall submit each said business plan to the City Council on or before June 1st preceding the respective City FY for which City

Funding is requested by the UBA. The UBA business plan for FY 2014-2015 shall, at a minimum, provide the same type of information which the UBA provided to the City for the City's FY 2013-2014. For City FYs 2015-2016 and 2016-2017, each of the UBA's business plans submitted to the City shall include, in addition to the type of information provided in the business plan submitted for the City FY 2014-2015, the following: (i) describe in detail how City Funds will be used in each of the City FYs 2015-2016 and 2016-2017 for which City Funding is being requested in each of the immediate aforesaid City FYs; (ii) state how the UBA believes the use of City Funding will directly benefit the City and its business community; (iii) state the goals and objectives sought to be achieved through use of City Funding and how the UBA intends to measure whether any one or more such goals or objectives have been met; and (iv) state or describe what moneys from sources other than City Funds will be used to achieve the stated goals and objectives. Each business plan shall be submitted to the City at least twenty-one (21) days following the UBA's adoption of the said plan. The UBA shall provide a representative of the UBA to present the said plan to and address questions from the City Council at such time as the City may direct. In the event, after presentation of each said business plan to the City Council, the UBA amends the business plan, the UBA shall provide the City with any and all such amendments within seven (7) days after the UBA's adoption of any such plan amendment or amendments.

2. UBA Budget: The UBA shall submit to the City a budget approved by the UBA Board of Directors and said budget shall be submitted at the same time the UBA submits the business plan provided for in Sub-Paragraph B.1. of this Agreement. The said budget shall be presented to the City Council at the same time the UBA presents the business plan provided for in Sub-Paragraph B.1. of this Agreement. In the event the UBA amends the aforesaid budget, the 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 when the UBA's Board of Directors approves such amendment.

3. UBA Records and Reports to City: The UBA shall submit to the City, within forty-five (45) following the close of the UBA's fiscal year, a written annual report which (i) describes the activities which the UBA has undertaken for, on behalf of and/or for the benefit of the City during the immediate past UBA fiscal year; (ii) states how each such activity comports or complies with the business plan provided for in Sub-Paragraph B.1. of this Agreement; (iii) accounts for all funds received by the UBA during the aforesaid UBA fiscal year, including but not limited to the Revenue provided for in Sub-Paragraphs A.1. and A.2. of this Agreement including their sources and amounts; and (iv) accounts for all expenditures and disbursements made by the UBA during the aforesaid UBA fiscal year. In January preceding the commencement of City FYs 2015-2016 and 2016-2017, respectively, the UBA shall submit to the City an updated accounting of all funds received by the UBA during the then current UBA fiscal year, including but not limited to the Revenue provided for in Sub-Paragraphs A.1. and A.2. of this Agreement as well as their sources and amounts; and all expenditures and disbursements made by the UBA during the then current UBA fiscal year. Further, the UBA shall provide such updates to the one or more aforesaid reports and accountings as the Mayor of the City and/or the City Council (the later acting by a majority vote) may from time to time request. All reports and accountings provided in this Sub-Paragraph B.3. shall be in writing and shall appear on the letterhead of the UBA.

4. Promotional, Marketing, and Sponsoring Activities: The UBA shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market businesses and business and commercial areas in the City. Such promotion and marketing efforts shall include but shall not be limited to promoting, marketing, conducting, staging, and sponsoring public and special events in and about the City and such other activities and campaigns which are intended to promote and market businesses located within the City and/or cast the City and its business in a favorable light. The UBA shall also coordinate the design, purchase, installation and removal of banners and holiday decorations 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 which 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's business community. Notwithstanding anything to the contrary contained in this Sub-Paragraph B.4., all UBA promotional, marketing, staging, or sponsorship activities shall be undertaken in any manner which –

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

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

5. Board Representation: The UBA, as a condition of receiving City Funds, shall appoint the City's Economic Development Manager or such other person as the City's Community Development Services Director may designate to sit on the UBA's Board of Directors with full voting authority.

6. Dissolution of UBA: In the event that the UBA should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A.1. and A.2. of this Agreement has been made for a City FY not then completed, then, the UBA, after its payment of all just debts and obligations, shall refund to the City so much of the amount which the City provided to the UBA in the City FY when it dissolves computed as a percentage of days within said City FY which have passed expressed as a fraction or percentage of the total number of days in the said City FY – i.e., 365 or 366 depending on whether the year of dissolution is a "leap-year." For example and by way of example only, in the event that the City provided the UBA

with \$50,000 in the City FY 2015-2016 and the UBA elects to dissolve on February 29, 2016, then the amount refunded to the City shall be computed as follows: $(\$50,000) \times (244 \div 366) = \$33,333.33$. However, the UBA shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules or regulations barring the making of such refund. Separate and apart from the refunded provided for in this Sub-Paragraph, in the event that the UBA announces its intend to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to the UBA and/or make further funding to the UBA but solely for the promotion, marketing, staging, and/or sponsoring of specific public or special events.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2014 and shall expire at 11:59 p.m. on June 30, 2017.

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, 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. 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.;

(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 of 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, 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 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 in an amount calculated as if the UBA elected to dissolve as provided in Sub-Paragraph B.6. of this Agreement.

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 twenty-eight (28) days after the effective date of such written notice. 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 so much of those funds which the City has provided to the 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 which 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. 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 not 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 on the day following delivery of such notice.

d. If by personal delivery: All such notices shall be deemed effective if hand delivered by the 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

7. 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.

8. 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 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 and such third person shall be deemed a "Party" as referred to in this Agreement.

9. Human Rights: The UBA, in all respects, shall comply with the City's Human Rights Ordinance and, if requested in a 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:

FOR THE UBA:

Laurel Lunt Prussing, Mayor

Executive Director

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Board of Directors Chair

Attachment B

RESOLUTION NO. 2014-05-028R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROMOTIONAL AND MARKETING AGREEMENT FOR ANNUAL URBANA SWEETCORN FESTIVAL

(Urbana Business Association, Calendar Year 2014)

WHEREAS, the City of Urbana ("City") has determined that supporting marketing and promotion services provides a benefit to the City; and

WHEREAS, the Urbana Business Association ("UBA") is well positioned to provide those promotion and marketing services for the City; and

WHEREAS, the City deems it beneficial for its residents and its business community to continue to host the annual special event known as the Urbana Sweetcorn Festival (hereinafter, the "Festival") within the City's corporate limits; 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, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

A Promotional and Marketing Agreement For Annual Urbana Sweetcorn Festival 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.

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

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

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

Resolution No. _____

**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 ____ Day of _____, 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 of 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, 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. 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.;

(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 of 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, 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.

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. 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 so much of those funds which the City has provided to the 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. 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 not 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 on the 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 a 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:

FOR THE UBA:

Laurel Lunt Prussing, Mayor

Executive Director

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Board of Directors Chair

MISSION

Overview: This Business Plan 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 promote Urbana as a dynamic place in which 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 three full-time employees, and one part-time employee.

Recent Work: The UBA is reviewing our current mission and vision to ensure it best represents our members. The UBA would like to bring the focus back to our members through our mission and through our actions.

Future Plans: It is the goal of the Executive Director and board to complete the process of writing a new vision and mission statement by the end of the calendar year.

MEMBERSHIP

Overview: Business membership and involvement is central to the UBA's mission. 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 allows the organization to host and support a variety of events, develop marketing campaigns that promote Urbana businesses, and provide services for its members and the community as a whole.

Recent Work: Continued focus on membership with efforts to package benefits at various levels, and reinvest the revenue in local marketing campaigns has proven successful.

In 2013, the number of member businesses increased to 172 with 45 new members joining the UBA, and new member growth continues at a rate of 3-4 per month. Additionally, 2014 renewals held a 90% retention rate, well above the national average of like associations.

The UBA had the honor of hosting 32 ribbon cutting ceremonies through 2013 and have hosted an additional 11 ribbon cutting ceremonies to date in 2014. This is an example of the business growth experience throughout Urbana over the past year.

Future Plans: The organization will continue to retain its membership base, and recruit new businesses through personal calling efforts. Sustainability will be achieved through the successful implementation of marketing campaigns like shop/experience/know local that provide value to the business community.

The UBA continued the monthly membership meetings alternating between the *Blend of Urbana*, a morning meeting that provides a mix of networking opportunities with educational sessions, and the *Urbana Blender*, an evening networking happy hour. This expansion offered a networking outlet to a larger segment of business members. Regularly scheduled networking opportunities will continue to provide businesses with an opportunity to meet and collaborate. The opportunity to work together and discuss trends and initiatives is a critical part of a cohesive business community.

The next few months will see the creation of merchant meetings in each of the five business districts throughout Urbana. A pilot merchant meeting will begin in the downtown area. The purpose of these meetings will be to provide a forum for businesses to come together and create a unified voice in addressing concerns and expanding on growth. If the pilot program is successful, this process will expand to the other four business districts in the city.

EVENTS

Overview: The UBA acts as an events manager and facilitator for both recurring and unique event programs. The organization will run the *Urbana Sweetcorn Festival, Holiday Market, Middle Market*, as well as other events designed to promote downtown Urbana, as well as other Urbana business districts. The UBA will also prepare business networking events designed to benefit current members and attract potential members.

Recent Work: The UBA is well on its way with planning the *39th Annual Urbana Sweetcorn Festival*. Our footprint, goals, and objectives remain the same as in years past. We continue to promote community, diversity, and collaboration with various organizations, volunteer groups, and entities such as the City of Urbana and the University of Illinois through the event.

In 2013, the UBA met with downtown business owners to hear their concerns and implemented solutions where feasible. This provided a more cohesive environment for all involved. The financial goal is to maintain a 15% profit margin on the event, of which the proceeds are used to fund organizational overhead, marketing campaigns, and other events throughout the year.

The *Middle Market*, a once-a-month indoor market bridging the gap between *Holiday Market* and *Market at the Square*, returned for its second year. Created in response to requests from vendors and their customers alike, this year had a positive response from all involved.

The UBA continues to partner in a variety of events including *Celebrate Summer at the Pines*, *Tour de CU Urbana Grand Prix*, *Pygmalion Music Festival*, *International Beer Tasting & Food Truck*, *ILLIAC Spring Festival*, and *CU Folk & Roots Festival*.

Future Plans: The UBA is currently implementing a new event to the downtown area, the *Uncork Urbana Wine Festival*. In partnership with the Illinois Grape Growers and Vintners Association, this event will take place on June 14, 1:00 to 9:00pm and will feature wines from 10 to 15 vineyards from across the state. Common Ground Food Co-op will provide food pairing and cooking demonstrations and five local bands will provide musical entertainment throughout the event.

Expanding on the collaborative efforts of the *Urbana Sweetcorn Festival*, the UBA has discussed a potential partnership with *CU Folk & Roots* for this year's event. If successful, it will be expanded upon for future years.

Efforts are again being made to ensure the success of our downtown businesses during this year's event with an upcoming meeting to discuss the success of last year and potential changes for this year.

MARKETING AND PROMOTION ACTIVITIES

Overview: The UBA will be an active proponent of activities and programs related to tourism marketing and promotion. Such activities may include but are not limited to production and distribution of marketing materials, promoting Urbana through the use of the internet and social media, researching new and innovative methods of marketing and promotion, working with event venues, and coordinating with special event promoters.

Recent Work: In partnership with the city of Urbana, the UBA continues the use of a smart phone app that includes all the businesses of Urbana. This phone app is available to anyone with an iPhone or Android at no cost, encouraging users to download and use the app. Launched in May 2013, the Urbana app currently has 736 users and experienced 14,966 information searches.

The UBA continues to partner with the City of Urbana in a variety of advertising opportunities in an effort to expand our marketing footprint. These efforts have included Tourism week, Illinois Marathon, Ebertfest, as well as a variety of radio and print outlets.

Future Plans: Lead by the City of Urbana, the UBA has assisted in the creation of a new retail shopping and restaurant map inviting residents and tourists to discover or rediscover Downtown Urbana. This map will be distributed through a variety of outlets targeting both locals and visitors.

As an added benefit of membership for the Business Leaders and Sustainers of the UBA, advertising campaigns will be launched to encourage listeners to Shop Local, Shop Urbana, by highlighting these specific businesses.

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-time and part-time employees 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.

Recent Work: We have continued to experience turn-over within the UBA with a new Events Coordinator being hired in mid-2013 and a new Marketing Coordinator being hired this last month. Retention of staff has been problematic due in part to the lack of benefits (ie. health, dental, vision, life, etc.).

Future Work: The UBA board will be forming a committee to study the benefits and compensation of similar organizations. This information will be used in comparison of the UBA's current compensation and efforts will be made to add benefits and increase compensation accordingly.

Urbana Business Association
Budget Overview: 2014 Budget - FY14 P&L
 January - December 2014

	Total
Income	
4000 Membership Income	
4000-00 Dues	25,000.00
In-Kind	23,000.00
Total 4000 Membership Income	\$ 48,000.00
4200 Urbana Promotion/Events/Arts Coordination Income	
4200-02 Urbana Promotion/Events/Arts Coordination- City Reimbursement	5,000.00
4210-02 Holiday Market- Vendors	12,000.00
4220-02 Urbana Promotion/Events/Arts Coordination- Misc.	4,500.00
Middle Market- Vendors	4,200.00
Total 4200 Urbana Promotion/Events/Arts Coordination Income	\$ 25,700.00
4300 Sweetcorn Festival Income	
4300-03 Sweetcorn Festival- City Reimbursement	10,000.00
4310-03 Sweetcorn Festival- Sponsors	23,000.00
4330-03 Sweetcorn Festival- Ticket Sales	230,000.00
4340-03 Sweetcorn Festival- Motor Muster	2,000.00
4360-03 Sweetcorn Festival- Vendors	19,500.00
Sweetcorn Festival- Sponsors-In-Kind	12,900.00
Total 4300 Sweetcorn Festival Income	\$ 297,400.00
4400 Urbana Business Marketing Income	
4400-04 Urbana Business Marketing- City Reimbursement	16,000.00
Total 4400 Urbana Business Marketing Income	\$ 16,000.00
4500 Administration Income	
4500-05 Staffing-City Reimbursement	37,200.00
4510-05 Interest Income	75.00
Total 4500 Administration Income	\$ 37,275.00
4600 Tourism Marketing & Promotion	
4600-06 Tourism Marketing & Promotion- City Reimbursement	20,000.00
Total 4600 Tourism Marketing & Promotion	\$ 20,000.00
4700 Banner Program Income	
4700-07 Banner Program- City Reimbursement	7,300.00
Total 4700 Banner Program Income	\$ 7,300.00
Lincoln Square Event Income	
Lincoln Square Event- Event Income	10,000.00
Lincoln Square Event- Lincoln Square Income	8,320.00
Total Lincoln Square Event Income	\$ 18,320.00
Total Income	\$ 469,995.00
Gross Profit	\$ 469,995.00
Expenses	
5000 Membership Expense	
5000-00 Membership- Mailings	225.00
5010-00 Membership- Meetings	750.00
5030-00 Membership- Brochures	500.00
Membership- Brochures- In-Kind	0.00
Total 5000 Membership Expense	\$ 1,475.00
5200 Urbana Promotion/Events/Arts Coordination Expense	

5200-02 Holiday Market	1,500.00
5250-02 Urbana Promotion	1,000.00
5280-02 Arts Promotion	500.00
Business Backs the Arts	5,000.00
Holiday Market- In-Kind	7,000.00
Middle Market	1,500.00
Middle Market- In-Kind	4,000.00
Total 5200 Urbana Promotion/Events/Arts Coordination Expense	\$ 20,500.00
5300 Sweet Corn Festival Expense	
5300-03 Sweetcorn Festival- Marketing/Advertising	10,000.00
5301-03 Sweetcorn Festival- Miscellaneous	100.00
5302-03 Sweetcorn Festival- Tents	7,500.00
5303-03 Sweetcorn Festival- Entertainment	34,000.00
5304-03 Sweetcorn Festival- Consulting & Professional Fess	3,100.00
5306-03 Sweetcorn Festival- Printing	100.00
5307-03 Sweetcorn Festival- Security	16,000.00
5308-03 Sweetcorn Festival- Supplies	1,000.00
5309-03 Sweetcorn Festival- License & Fees	800.00
5310-03 Sweetcorn Festival- Vendors	115,000.00
5311-03 Sweetcorn Festival- Golf Carts	1,500.00
5312-03 Sweetcorn Festival- Alcoholic Beverages	15,000.00
5313-03 Sweetcorn Festival- Corn	12,500.00
5314-03 Sweetcorn Festival- Non-Alcoholic Beverages	2,900.00
5315-03 Sweetcorn Festival- Sanitation	3,800.00
5316-03 Sweetcorn Festival- Toilets	2,500.00
5317-03 Sweetcorn Festival- Stage & Lights	17,000.00
5318-03 Sweetcorn Festival- Ice	2,100.00
5319-03 Sweetcorn Festival- Power	7,500.00
5320-03 Sweetcorn Festival- Motor Muster	805.00
5322-03 Sweetcorn Festival- Tickets	3,400.00
5323-03 Sweetcorn Festival- Volunteers	2,500.00
Sweetcorn Festival- Intern	250.00
Sweetcorn Festival- Marketing/Advertising- In-Kind	12,900.00
Total 5300 Sweet Corn Festival Expense	\$ 272,255.00
5400 Urbana Business Marketing Expense	
5400-04 Urbana Business Marketing- Radio	7,500.00
5410-04 Urbana Business Marketing- Electronic Communications	500.00
5420-04 Urbana Business Marketing- Website	3,500.00
5430-04 Urbana Business Marketing- Television	500.00
5450-04 Urbana Business Marketing- Print	3,000.00
5460-04 Urbana Business Marketing- General	5,000.00
Total 5400 Urbana Business Marketing Expense	\$ 20,000.00
5500 Administration Expense	
5500-05 Bank Charges	50.00
5501-05 Dues & Subscriptions	750.00
5504-05 Insurance	3,400.00
5505-05 Legal & Professional Fees	3,500.00
5506-05 Meals and Entertainment	1,200.00
5507-05 Travel	200.00
5508-05 Supplies	2,500.00
5511-05 Payroll Expenses	110,000.00
5512-05 Payroll Taxes	9,500.00

5513-05 Communications	1,600.00
5514-05 Computers/Software	1,500.00
5515-05 Miscellaneous	400.00
5516-05 Repair & Maintenance	500.00
5517-05 Convention/Confereces/Training	500.00
Postage	750.00
Rent- In-Kind	12,000.00
Total 5500 Administration Expense	\$ 148,350.00
5700 Banner Program Expense	
5260-02 Holiday Decorations	800.00
5700-07 Banner Program	6,500.00
Total 5700 Banner Program Expense	\$ 7,300.00
Total Expenses	\$ 469,880.00
Net Operating Income	\$ 115.00
Net Income	\$ 115.00

Wednesday, May 21, 2014 11:33:39 AM PDT GMT-5 - Accrual Basis

Urbana Business Association UBA

111 West Main Street | Urbana, IL 61801
217-344-3872 phone | 217-344-8224 fax
www.urbanabusiness.com

2014-2015 City Council Annual Agreement Presentation

Membership







- 45 new members
- 90% retention rate
- 32 ribbon cutting ceremonies

Membership



3

Blend of Urbana  Urbana Blender  urbana RESTAURANT week 
March 3rd thru 9th 

Social Media




- 21% increase
- 54% increase
- 60% increase
- 20% increase
- 65% increase
- 300% increase

Sweetcorn Festival



Holiday Market | Middle Market



 — 103 total vendors
— 94% positive feedback

 — 42 total vendors
— 75% positive feedback

The Urbana App



**EAT
PLAY
SHOP
STAY!**



— 736 total users (iOS and Android devices)

— 14,966 information searches on the app

The Future



- Retain members, recruit new ones, and successfully implement marketing campaigns
- Creation of merchant meetings
- Uncork Urbana Wine Festival
- Urbana Sweetcorn Festival & CU Folk & Roots collaboration
- Continued discussion with downtown businesses regarding the Sweetcorn Festival
- Additional membership benefit implementation
- Bringing the focus back to our members



Questions?