



## MEMORANDUM

**TO:** Urbana City Council Members

**FROM:** Bruce Walden, Chief Administrative Officer

**DATE:** July 31, 2002

**RE:** UBA Contract

I have drafted the attached contract based on the direction I received during the budget review process. I recommend approval of An Ordinance Approving and Authorizing the Execution of an Agreement for Promotion and Marketing Services. It is my understanding that the contract is acceptable to the UBA Executive Committee.

ORDINANCE NO. 2002-08-084

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

(URBANA BUSINESS ASSOCIATION)

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

Section 1. That An Agreement for Promotion and Marketing Services by and Between the City of Urbana, a Municipal Corporation and the Urbana Business Association, a 501C.3 Not-for-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

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

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

AN AGREEMENT FOR PROMOTION AND MARKETING SERVICES BY AND  
BETWEEN THE CITY OF URBANA, A MUNICIPAL CORPORATION AND THE  
URBANA BUSINESS ASSOCIATION, A 501C.3 NOT-FOR-PROFIT  
CORPORATION

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

WHEREAS, an efficient method of promoting such events is by a partnership with the Urbana Business Association.

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

This contract for services provides for both restricted and unrestricted funds not to exceed \$50,000 to be paid to the Urbana Business Association (UBA) by the City of Urbana (City) for marketing and promotion services.

1. Unrestricted Funds: Upon the execution of this contract, \$15,000 shall be paid to the UBA for staffing, start-up and other miscellaneous costs. Not less than \$5,000 shall be maintained as working cash for operation of the organization and bill processing.

Since the nature and extent of the costs likely to be incurred for the events contemplated below are difficult to ascertain in advance, it is agreed that those expenses and costs eligible for reimbursement hereunder are those actual "out-of-pocket" costs paid by the UBA. Furthermore, whether any particular expense is or is not reimbursable as provided herein, shall be a determination made in the sole discretion of the Chief Administrative Officer.

2. Reimbursable/Deliverable Services:

A. Urbana Parade of Homes: The UBA shall organize, staff, coordinate and promote the 2003 Urbana Parade of Homes. Only those subdivisions within the Urbana corporate limits home shall be promoted. Evidence of a funding match of no less than \$5,000 by Urbana subdividers/builders shall be provided in advance of payment. Up to \$5,000 total will be reimbursed for advertising and promotion of this event.

B. Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate and promote the Urbana 2003 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to \$10,000 will be reimbursed for this event for promotional/advertising/marketing expenses.

C. Downtown Promotions/Events: The UBA will sponsor or promote no less than three public events downtown exclusive of the Sweet Corn festival. Up to \$1,500 shall be reimbursed for each such event, where agreed upon in advance for advertising, promotion and entertainment costs. One of the three events shall be the 2003 British Car Show.

D. Banner Program: The UBA shall provide banners for the Sweetcorn Festival or other special events. Up to \$5,000 shall be reimbursed for such purchases.

E. Downtown Brochure: A downtown brochure shall be published pursuant to this contract. Up to \$3,000 shall be eligible for reimbursement.

F. Tourism/Visitor Information: The UBA shall provide a recorded message with visitor information and, from time to time, stock the Visitors Center of Cunningham Avenue with brochures. Up to \$2,000 shall be eligible for reimbursement.

G. Advertising/Promotion: Joint advertising programs with Urbana merchants shall be eligible for reimbursement up to \$10,000.00.

3. Board Representation: The City of Urbana shall have at least one seat on the UBA Board for City Staff in order to assure coordination . The staff member(s) shall be appointed by the City of Urbana's Chief Administrative Officer.

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

5. Payment Procedure for Reimbursable Expenses: Requests for reimbursement shall be made in writing to C.A.O., 400 South Vine Street, Urbana, Illinois, and shall include a copy of the invoice and a corresponding copy of the issued UBA check 4:00 p.m. on Thursday of any week. Assuming proper documentation and reimbursement eligibility, a check will be issued to the UBA within fourteen (14) calendar days.

6. Termination/Default: Either party may terminate this contract for cause by giving thirty (30) days written notice as provided herein. Termination shall not, however, affect the payment of the \$15,000 in unrestricted funds. Termination shall be effective as to any reimbursements set forth in paragraph 2 above for events which are scheduled to occur sixty (60) days or greater than the date the notice of termination is received, unless the parties otherwise agree whether an event was scheduled and the date scheduled for such shall be in the sole determination of the Chief Administrative Officer.

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

Urbana Business Association  
111 West Main Street  
Urbana, IL 61801

Bruce Walden  
Chief Administrative Officer  
400 South Vine Street  
Urbana, IL 61801

DATED at Urbana, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

URBANA BUSINESS ASSOCIATION

CITY OF URBANA, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

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