



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Laurel Lunt Prussing

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

DATE: June 13, 2013

SUBJECT: Urbana Business Association Annual Agreement

Description

On June 10, 2013, the Committee of the Whole voted to send the 2013-2014 Agreement for Promotion and Marketing Services with the Urbana Business Association (UBA) to City Council on June 17, 2013, with a recommendation for approval. The motion to recommend approval included some changes to the agreement. Those changes have been made and are included in the attached resolution and agreement (Attachment A).

Issues and Discussion

The first change is in Section 2.A. The UBA will be charged 100% (instead of 75%) of actual costs for police and security services provided by the City.

The second change is in Section 2.B. This section no longer restricts these funds to downtown, and partnerships with organizations other than those specifically highlighted in the section are permitted.

The final change is in Section 5. This section now includes the provision of office space and three parking spaces (instead of one parking space). Further, the estimated value of the office space and parking spaces is included.

Fiscal Impacts

The fiscal impact of this agreement remains consistent with what was presented on June 10, 2013.

Options

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

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

Recommendation

Staff recommends that the City Council approve the attached resolution.

Prepared By:



Tom Carrino
Economic Development Manager

Attachments: A - Adopting Resolution with attached Proposed 2013-2014 UBA/City of Urbana Agreement

Attachment A

RESOLUTION NO. 2013-06-027R

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

(Urbana Business Association, FY 2013 - 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 and the UBA have established a long standing relationship related to promotion and marketing services; and

WHEREAS, the City and the UBA have mutually agreed to enter into this Agreement for Promotion and Marketing Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

An Agreement for Promotion and Marketing Services by and between the City of Urbana, a Municipal Corporation, and the Urbana Business Association, a 501c.6 Not-For-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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

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

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

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

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

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

1. Staffing Payments: Upon the execution of this contract and employment of staff, up to \$3,100 per month shall be paid to the UBA as a reimbursable for verified employee salary expenses.
2. Restricted Funds: Since the nature and extent of the costs likely to be incurred for the events contemplated below are difficult to ascertain in advance, it is agreed that those expenses and costs that are eligible for reimbursement hereunder are those actual "out-of-pocket" costs paid by the UBA. Restricted Funds will be paid only on a reimbursable basis upon documentation of the incurred UBA expense and UBA payment.
 - A. 2013 Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate, and promote the Urbana 2013 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to \$10,000 will be reimbursed for this event for entertainment, promotional/advertising/marketing expenses. In addition to up to \$10,000 available in direct support, any police and/or security services provided by the City for the Sweetcorn Festival will be charged to the UBA at 100% of actual cost.
 - B. Promotions/Events/Arts Coordination: The City will reimburse eligible expenses up to \$4,500 related to events and promotion of the arts. Eligible expenses include the Lincoln Square Village Holiday Market and promotion of the arts, culture, and entertainment in Urbana in collaboration with 40 North/88 West, the Urbana Public Arts Commission, and other potential partners. Additionally, events seeking financial assistance from the UBA may apply to the Urbana Arts Grant program, which the UBA will support through the Business Backs the Arts program as outlined in Section 8 of this agreement.
 - C. Urbana Business Marketing: Up to \$16,000 will be reimbursed to UBA for expenses incurred in relation to marketing and promotion of Urbana businesses. UBA shall match up to \$3,000 in this category from UBA income and continue the promotional campaigns of Urbana businesses and services.
 - D. Downtown Banners and Holiday Decorations: UBA shall coordinate the Urbana Banner Program. Eligible expenses include the purchase, installation, and removal of banners and/or holiday decorations. Additionally, UBA shall coordinate holiday decorations for the downtown under city approval. Examples may include light pole garland, holiday light pole banners, or the like. UBA shall coordinate installation and removal of holiday decorations and banners. Up to \$7,300 will be reimbursed for the above expenses.

E. Tourism Marketing and Promotion Activities: Up to \$20,000 will be reimbursed for activities 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, coordinating with hotel/motel properties, working with event venues, and coordinating with special event promoters. These funds may be used for staffing payments for staff supporting tourism marketing and promotion activities.

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

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

5. Office Space and Parking: For the term of this contract, office space shall be provided in the downtown parking deck by the City of Urbana without charge. It is expressly understood that in the event the City designates or hires a downtown coordinator pursuant to the Downtown Plan, the City may choose to share said space with the UBA. The city of Urbana agrees to provide three parking spaces for the UBA office on the top level of the parking deck. The estimated value of the office space is approximately \$6,000 annually and the estimated value of the three parking spaces is approximately \$1,620 annually for a total estimated annual value of approximately \$7,620.

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

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

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

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

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

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

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

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

DATED at Urbana, Illinois, this ____ day of _____, 2013.

CITY OF URBANA, ILLINOIS

URBANA BUSINESS ASSOCIATION

BY: _____
Laurel Lunt Prussing, Mayor

BY: _____
(title)

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk
