

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

(Urbana Business Association FY 2006-2007)

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.

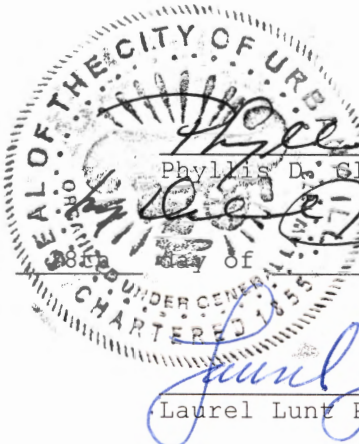
PASSED by the City Council this 19th day of June,  
2006 .

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this  
2006 .

The seal of the City of Urbana, Illinois, is circular with the text "SEAL OF THE CITY OF URBANA, ILLINOIS" around the perimeter. Inside the seal, it says "INCORPORATED 1889" and "CHARTERED 1889".  
Phyllis D. Clark  
Phyllis D. Clark, City Clerk  
Robert  
Deputy Clerk  
Laurel Lunt Prussing  
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 downtown 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.

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 \$50,000.00 in restricted and unrestricted expenditures.

1. Staffing Payments: Upon the execution of this contract and employment of staff, up to \$2,100 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. 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. Restricted Funds will be paid only on a reimbursable basis upon documentation of the incurred UBA expense and UBA payment.

A. FY 2005-2006 Urbana Parade of Homes: The UBA shall organize, staff, coordinate, and promote the 2005-06 Urbana Parade of Homes or similar event. Only those homes within the corporate limits of Urbana shall be promoted. Prior to the City reimbursement of funds, the City must be provided with evidence of a 50-50 funding match from developers. If the match funds are received, then the City will reimburse UBA up to \$5,000 for this event. Expenditures for the Parade of Homes may include advertising, promotions, print ads, and the annual Realtor meeting.

B. 2005 Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate and promote the Urbana 2005 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to \$8,500 will be reimbursed for this event for entertainment, promotional/advertising/marketing expenses.

C. Downtown Promotions/Events Coordination: The City will reimburse for eligible expenses for UBA Downtown events that are approved and coordinated with the City, exclusive of the Sweetcorn festival, not to exceed \$5,000. Where the UBA promotes an event, UBA staff shall assure that all free promotional approaches are pursued including, but not limited to, public service announcements, web site promotion, UPTV announcements, entertainment listings publications and the like.

D. Marketing: Up to \$3,250 will be reimbursed to UBA for expense incurred in relation to general marketing/promotion of Urbana, such as production of a new/updated downtown business directory, other Urbana business sector directories, web site improvements and maintenance, and the like.

E. Co-Op advertising: Up to \$3,050 will be reimbursed to UBA for expenses incurred in relation to co-op advertising with Urbana merchants. At least one co-op campaign for Urbana restaurants shall be undertaken.

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

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. The city of Urbana agrees to provide a parking space for the UBA office on the top level of the parking deck.

5. Visitors Center: UBA shall monitor the Cunningham Avenue Visitors Center to ensure that displays remain current and will update displays on a monthly basis.

6. AM 530: UBA shall submit script every 2 weeks to UPTV staff for programming on Urbana radio station AM 530. Script shall promote events occurring in Urbana as well as events occurring in the surrounding community.

7. Payment Procedure for Reimbursable Expenses: Requests for reimbursement shall be made in writing to CAO, 400 South Vine Street, Urbana, Illinois, and shall include such documentation as deemed appropriate by the C.A.O.

8. 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.

9. Budget Work Plan: the UBA board shall submit an annual budget work plan to the City of Urbana in July of each year.

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

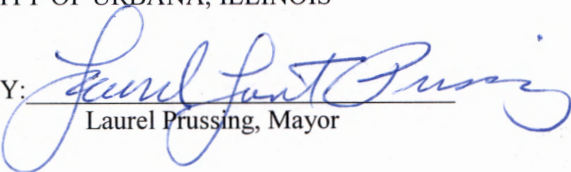
11. Notices: All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties listed below at the addresses set after their names, or to other such addresses as shall be agreed upon.

DATED at Urbana, Illinois, this 19<sup>th</sup> day of July, 2005.

CITY OF URBANA, ILLINOIS

URBANA BUSINESS ASSOCIATION

BY:

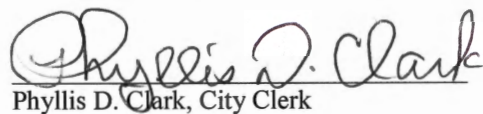
  
Laurel Prussing, Mayor

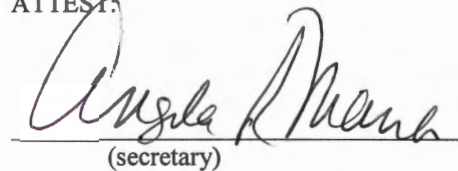
BY:

  
(President)

ATTEST:

ATTEST:

  
Phyllis D. Clark, City Clerk

  
(secretary)

2006-06-078

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 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 \$57,000.00 in restricted and unrestricted expenditures.

1. Staffing Payments: Upon the execution of this contract and employment of staff, up to \$2,350 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. Furthermore, whether any particular expense is or is not reimbursable as provided herein shall be made at the sole discretion of the Chief Administrative Officer. Restricted Funds will be paid only on a reimbursable basis upon documentation of the incurred UBA expense and UBA payment.

- A. 2006-07 Build Urbana Events: The UBA shall promote Build Urbana through events, as well as organize, staff, coordinate, and promote the Urbana Home Parade. Only those homes within the corporate limits of Urbana shall be promoted. Prior to the City reimbursement of funds, the City must be provided with evidence of income and sponsorship from the event equaling or exceeding the developer funding match for the Home Parade. The City will reimburse UBA up to \$3,000 for advertising and promotion of events specific to the Build Urbana program. Expenditures for Build Urbana may include advertising, promotions, print ads, Realtor bus tour and the annual Realtor meeting.
- B. 2006 Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate, and promote the Urbana 2006 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to \$7,000 will be reimbursed for this event for entertainment, promotional/advertising/marketing expenses.
- C. Downtown Promotions/Events Coordination: The City will reimburse for eligible expenses for UBA Downtown events that are approved and coordinated with the City, exclusive of the Sweetcorn festival, not to exceed \$5,000. Included in this category, but not limited to these specific activities, shall be the indoor market (Lincoln Square Village Holiday Market) for assistance on promotion and outdoor banner signage on the Lincoln Square façade, the Beer & Chili Festival, financial

support of the Boneyard Arts Festival and the Urbana Free Library Race, and financial support for other events specific to the promotion of the City of Urbana, as approved by the UBA Board. Where the UBA promotes an event, UBA staff shall assure that all free promotional approaches are pursued including, but not limited to, public service announcements, web site promotion, UPTV announcements, entertainment listings publications and the like.

- D. Urbana Business Marketing: Up to \$6,300 will be reimbursed to UBA for expenses incurred in relation to the promotion of Urbana merchants, the purchase of banners, and upgrades for promotion of Urbana on UBA's website.
- E. Holiday Downtown Decorations: UBA shall purchase and coordinate holiday decorations for the downtown under city approval. Examples may include light pole garland, holiday light pole banners, or the like. The City of Urbana shall assist with installation for such items. Up to \$2,500 will be reimbursed for holiday decorations.
- F. Boneyard Arts Festival and 40 North/88 West: UBA shall collaborate with Champaign County Arts Council to promote arts, culture and entertainment in Urbana including, but not limited to, the Boneyard Arts Festival. Up to \$5000 will be reimbursed to the UBA for such activities.

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.

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. The city of Urbana agrees to provide a parking space for the UBA office on the top level of the parking deck.

5. Visitors Center: UBA shall monitor the Cunningham Avenue Visitors Center to ensure that displays remain current, for as long as the Center is maintainable.

6. AM 530: UBA shall submit script every 2 weeks to UPTV staff for programming on Urbana radio station AM 530. Script shall promote events occurring in Urbana as well as events occurring in the surrounding community.

7. Payment Procedure for Reimbursable Expenses: Requests for reimbursement shall be made in writing to CAO, 400 South Vine Street, Urbana, Illinois, and shall include such documentation as deemed appropriate by the C.A.O.

8. 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.

9. Budget Work Plan: The UBA board shall submit an annual budget work plan to the City of Urbana in July of each year.

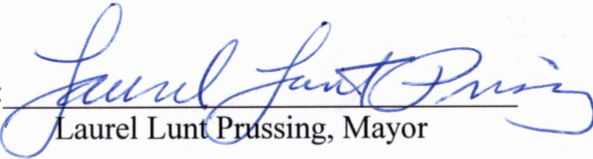
10. Termination/Default: Either party may terminate this contract for cause by giving thirty (30) days written notice as provided herein.

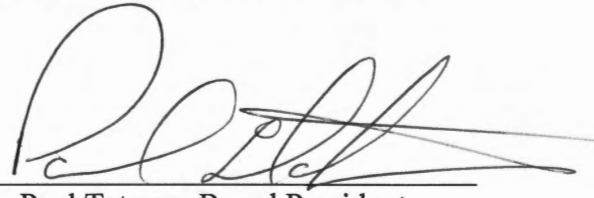
11. Notices: All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties listed below at the addresses set after their names, or to other such addresses as shall be agreed upon.

DATED at Urbana, Illinois, this 27<sup>th</sup> day of June, 2006.

CITY OF URBANA, ILLINOIS

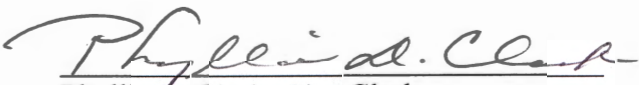
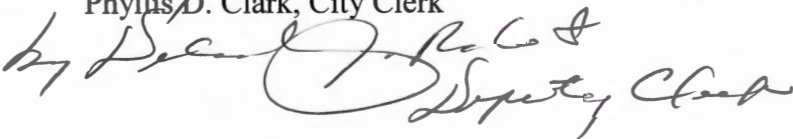
URBANA BUSINESS ASSOCIATION

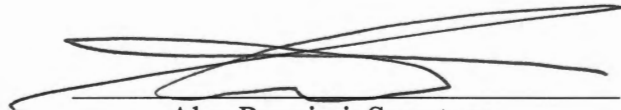
BY:   
Laurel Lunt Prussing, Mayor

BY:   
Paul Tatman, Board President

ATTEST:

ATTEST:

  
Phyllis D. Clark, City Clerk  
by   
Deputy Clerk

  
Alex Ruggieri, Secretary