

ORDINANCE NO. 2010-11-106

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

(Urbana Business Association, FY 2010-2011)

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.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. 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 15th day of November,
2010 .

AYES: Bowersox, Lewis, Marlin, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 16th day of November,
2010 .



Phyllis L. Clark
Phyllis L. Clark, City Clerk
by [Signature]
[Signature]
Laurel Lunt Prüssing, 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. 20010-11 Build Urbana Events: The UBA shall promote the Build Urbana Program through Build Urbana related events. Only those homes within the corporate limits of Urbana shall be promoted. The City will reimburse UBA up to \$2,000 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. 2010 Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate, and promote the Urbana 2009 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 75% of actual cost.
- C. Downtown Promotions/Events Coordination: The City will reimburse eligible expenses up to \$1,500 related to the Lincoln Square Village Holiday Market. 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.
- D. Urbana Business Marketing: Up to \$13,500 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.
- 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. UBA shall coordinate installation and removal of holiday decorations and banners. Up to \$1,300 will be reimbursed for the purchase of holiday decorations.

- F. Banner Decorations: UBA shall coordinate the Urbana Banner Program. Up to \$7,500 will be reimbursed for the purchase, installation, and removal of banners and/or holiday decorations.
- G. Arts Promotion: UBA shall collaborate with local arts organizations such as 40 North/88 West and the Urbana Public Arts Commission to promote arts, culture, and entertainment in Urbana. Up to \$2,000 will be reimbursed to the UBA for such activities.
- H. "Main Street" Activities: Up to \$20,000 will be reimbursed for activities consistent with the goals and programs of the National and State Main Street Association to promote downtown Urbana. These funds may be used for staffing payments for staff supporting Main Street Association type 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: 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.
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 _____, 2010.

CITY OF URBANA, ILLINOIS

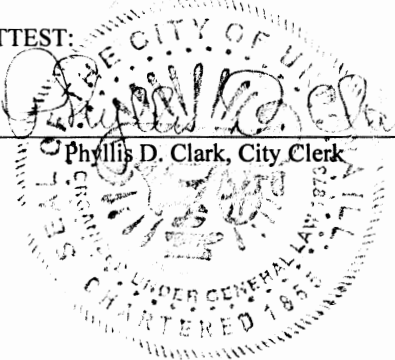
URBANA BUSINESS ASSOCIATION

BY: *Laurel Lunt Prussing*
Laurel Lunt Prussing, Mayor

BY: Board Chair
(title)

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

The seal of the City of Urbana, Illinois, is circular. It features a central emblem with a figure and a plow. The text around the seal reads "THE CITY OF URBANA, ILLINOIS" at the top, "L. D. CLARK, CITY CLERK" in the middle, and "CHARTERED 1857" at the bottom. The seal is partially obscured by the signature of Phyllis D. Clark.

ATTEST:

[Signature]
[Signature], Executive Director