

**FUNDING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE
DOWNTOWN BLOOMINGTON ASSOCIATION**

This Agreement is made and entered into this ___ day of June, 2012 by and between the City of Bloomington, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as “City”), and the Downtown Bloomington Association, a not-for-profit membership-based organization (hereinafter referred to as “DBA”).

Recitals

WHEREAS, the DBA is a not-for-profit membership-based organization representing business and property owners, and residents to enhance the vitality and livability of downtown Bloomington; and

WHEREAS, the DBA has served the Bloomington community in a variety of ways over the last several years, generating awareness and increased business traffic in downtown Bloomington with various events, including Farmers’ Market which has proven to be one of the largest markets in central Illinois, providing opportunities for people to come into downtown from May to October of each year for fresh vegetables and fruit and local shopping; and

WHEREAS, in March 2005, the DBA was accepted into the Illinois Main Street Program which provides technical assistance and in partnership with the Illinois Historic Preservation Agency, provides design assistance to the downtown business and property owners; and

WHEREAS, the DBA receives financial support from private sponsors, contributing members and the City; and

WHEREAS, in May 2007, the City Council approved a five (5) year Agreement with the DBA for financial support in the following amounts: 2007 = \$180,000, 2008 = \$190,000, 2009 and 2010 = \$195,000 and 2011 = \$90,000; and

WHEREAS, in 2012, the City Council provided financial support to the DBA in the amount of \$90,000, which is due to end April 30, 2012; and

WHEREAS, the City now desires to enter into a Funding Agreement with the DBA and agrees to provide financial support in the amount of \$90,000 in Fiscal Year 2013.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the DBA do hereby agree as follows:

Section 1. Funding. The City, subject to the terms and conditions of this Agreement, hereby agrees to provide the DBA the sum of no less than ninety-thousand dollars (\$90,000) for FY 2013. None of these funds shall be utilized for political activities, or in any other manner that is inconsistent with the vision, goals and objectives of the City.

Monthly payments shall be made to the DBA by the first of each month and retroactive to May 1, 2012. First payment shall be made in July 2012 in the amount of \$22,500 for the months of May, June and July. Subsequent monthly payments shall be \$7,500. The last payment shall be in April 2013.

Section 2. Term. The term of said contract shall be May 1, 2012 through April 30, 2013.

Section 3. DBA Responsibilities. During the funding period outlined in Section 1, the DBA's responsibilities shall include, but not be limited to, the following: 1) coordinating Bloomington's downtown revitalization efforts; 2) providing design assistance to property owners; 3) managing business recruitment activities; 4) planning and overseeing the Farmers' Market from May until October of each year, the Thanksgiving Farmers' Market and the Winter Farmers' Market; 5) overseeing trash and litter from the sidewalks; 6) increasing DBA membership; and 7) continuing to work towards forming a Special Services Area (SSA); 8) carry out the Downtown Entertainment Task Force Recommendations as assigned- (a) further develop the existing DBA information directory to include specific ordinances and fine schedules on litter, snow removal, and trash pick-up for residences/business and (b) create a downtown Ambassador Program. The DBA shall provide other services on an on-going and "as requested" basis as agreed upon by the City of Bloomington and the DBA Board of Directors.

Section 4. Performance Measurements. The DBA shall be responsible for the tracking and reporting of the following performance measurements: 1) number of DBA members; 2) number of reoccurring events; 3) Golden Broom Awards; 4) number of new events; 5) revitalization efforts (including building renovation and public and private reinvestments statistics); 6) number of private partnerships (including trash and snow removal); and 7) vendors for the Farmers' Market.

Section 5. Records and Reports. The DBA shall provide the performance measurement data outlined in Section 3 to the Office of the City Manager by the 15th of each month of the funding period for inclusion in the City Manager Monthly Performance Data Report.

Section 6. Board Representation. The DBA Board of Directors shall provide balanced representation across the downtown Bloomington area. The City Manager and Deputy City Manager, or their designees, shall serve as ex officio members of the DBA Board of Directors.

Section 7. Termination. This Agreement may be terminated by the City immediately and without notice for any of the following reasons: 1) violation of the terms and conditions of this Agreement by the DBA; and/or 2) if the DBA enters into an arrangement for satisfaction of its creditors, receivership, or bankruptcy under the laws of the United States or the State of Illinois, either voluntarily or involuntarily.

Section 8. Dissolution of the DBA. In the event the DBA is dissolved for any reason after payment of all debts and obligations of the DBA, the City's funds for the then current fiscal year shall, to the extent permitted by law, be returned to the City in a pro-rated amount.

Section 9. Waiver. Waiver by any party of any breach of any term, condition, or covenant contained in this Agreement shall not be deemed a waiver of any other term, condition or covenant herein.

Section 10. Assignability. It is agreed that neither the City nor the DBA shall have the right to assign this Agreement, in whole or in part, without the written consent of the other party.

Section 11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City and the DBA and their respective successors and assigns.

In Witness Whereof, the parties hereto have executed this Agreement on the date first appearing above.

**City of Bloomington, Illinois,
a Municipal Corporation**

Downtown Business Association

By: Stephen F. Stockton
Mayor

By: Carl Teichman
President

Attest:

Attest:

Tracey Covert
City Clerk

Mayor Stockton introduced this item, the Downtown Bloomington Association (DBA) service agreement.

David Hales, City Manager, informed the Council that the City's representative on the Downtown was Barb Adkins, Deputy City Manager. Ms. Adkins would provide an overview of this agreement.

Barb Adkins, Deputy City Manager, addressed the Council. City staff was encouraged by the DBA's actions. She noted that the Downtown TIF, (Tax Increment Financing), District had been closed. She cited the DBA's various activities. The highlight was the Farmer's Market. She cited the addition of the Thanksgiving and Winter Markets. The DBA operated with limited staff. The DBA's function was to bring people to the Downtown. The DBA's activities should be a benefit to all in the Downtown, (businesses, residents, etc.). She noted the various uses within the Downtown.

Ms. Adkins cited the Budget Work Session and the Council's budget discussions. Information regarding same was included in the Council memorandum. The DBA's day to day activities continue to make the Downtown a thriving place. This service agreement with the DBA was the best use of public funds. This would be a one (1) year agreement at a cost of \$90,000. She noted that this item was listed on the Council's Action Agenda. She reviewed the Performance Measurements. She would hold a monthly meeting with the