

**RESOLUTION R-2018-111**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN IMPLEMENTING AGREEMENT WITH  
THE DOWNTOWN WHEATON ASSOCIATION REGARDING SPECIAL SERVICE AREA #8 AND APPROVING  
THE CALENDAR YEAR 2019 DOWNTOWN WHEATON ASSOCIATION BUDGET**

WHEREAS, the City of Wheaton, Illinois ("City"), is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this Resolution pertains to the government and affairs of the City and its residents; and

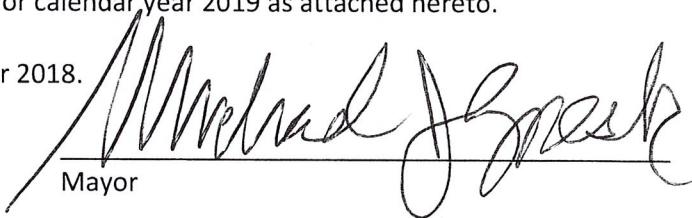
WHEREAS, the subject matter of this Resolution pertains specially to the disposition of funds collected in Special Service Area #8 ("Area"); and

WHEREAS, the City has determined it to be in the best interests of the City and its residents to establish an Agreement with the Downtown Wheaton Association to promote, stabilize and enhance the area's unique and challenging commercial and residential rental qualities and the overall vitality and quality of the Area by providing enhanced marketing and education, promoting benefits and activities in the Area and managing special community events and activities including set up and tear down for those events ; and

WHEREAS, the Downtown Wheaton Association has presented the City with its budget for the calendar year 2019.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to an Agreement between the City of Wheaton and the Downtown Wheaton Association dated December 17, 2018, for services which promote, stabilize and enhance the area's unique and challenging commercial and residential rental qualities and the overall vitality and quality of the Area by providing enhanced marketing and education, promoting benefits and activities in the Area and managing special community events and activities including set up and tear down for those events and approve the Downtown Wheaton Association's budget for calendar year 2019 as attached hereto.

ADOPTED this 17<sup>th</sup> day of December 2018.



Michael J. Gresk

Mayor

ATTEST:



Alan Bennett Hagen

City Clerk

Roll Call Vote

Ayes: Councilman Prendiville  
Mayor Gresk  
Councilman Scalzo  
Councilman Suess

Councilman Barbier  
Councilwoman Fitch



Nays: None

Absent: Councilman Rutledge

Motion Carried Unanimously



## **SPECIAL SERVICE AREA #8 IMPLEMENTING AGREEMENT**

This Agreement is made this 17<sup>th</sup> day of December, 2018, by and between the CITY OF WHEATON, a municipal corporation existing under the laws of the State of Illinois, having its principal place of business at 303 West Wesley Street, Wheaton, Illinois (hereinafter the "City"), and DOWNTOWN WHEATON ASSOCIATION, a Not-for-Profit corporation organized and existing under the laws of the State of Illinois, having its principal place of business at 108 E. Wesley Street, Wheaton, Illinois (hereinafter the "Corporation").

### **WITNESSETH:**

WHEREAS, in 2018, the City undertook consideration of establishment of Special Service Area #8 ("SSA #8" or "Area"), for the purpose of providing funding of the activities of the Corporation, as they relate to the promotion and maintenance of the commercial and residential rental environment contained within SSA #8, a map of which District is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, following all proceedings required by Illinois law, the City then established SSA #8, pursuant to Ordinance No. O-2018-67, dated November 19, 2018, entitled an **"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA #8 IN THE CITY OF WHEATON, ILLINOIS"**; and

WHEREAS, the City, by said Ordinance, imposed an *ad valorem* tax not to exceed forty-five hundredths of one percent (0.45% or \$.45) of the assessed value of real property located in SSA #8 in anticipation of and to promote, stabilize and enhance the area's unique and challenging commercial and residential rental qualities and the overall vitality and quality of the Area by providing enhanced marketing and education, promoting benefits and activities in the Area and managing special community events and activities including set up and tear down for those events; and

WHEREAS, the City and the Corporation have engaged in negotiations to continue their working relationship for the benefit of the property contained within SSA #8, and to extend the SSA #8 funding to the Corporation; and

WHEREAS, the parties desire to memorialize their agreement as to the manner of transfer and use of funds derived from the SSA #8 in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Corporation agree as follows:

1. Incorporation of Recitals: The foregoing recitals are incorporated herein by reference as if fully set forth, as substantive provisions and representing the intent of the parties.
2. Service Provider: The City recognizes the Corporation as the entity that will provide services in support of enhancing the economic, commercial, and residential rental environment, as further detailed herein, within SSA #8. To aid in such purposes, the Corporation shall serve as a liaison, administrator, and coordinator, with and between the City, and SSA #8 stakeholders in the planning and administration of services provided.
3. Corporation By-Laws: It shall be a material term of this Agreement that the Corporation shall maintain its Not-for-Profit status and corporate purpose as set forth in its organizing documents with the Office of the Illinois Secretary of State. The Corporation shall modify its By-Laws, a copy of which is attached hereto and incorporated herein as though fully set forth as Exhibit "B," to comply with all terms of this Agreement and shall submit its amended By-Laws to the City within ninety (90) days of the date of this Agreement. Such amended By-Laws shall be in substantially the same form and substance as Exhibit B, to the extent that Exhibit B complies with the terms of this Agreement, and such amended By-Laws shall be subject to the approval of the City Manager. The amended By-Laws, once approved by the City Manager, shall be deemed to be incorporated herein as Exhibit "D" to this Agreement, and the amended By-Laws shall not be amended during the term of this Agreement without the consent of the City Council.

4. City Representative: The City shall appoint or designate to the Corporation a member of the City Council to represent the City as a voting member of the Corporation's Board of Directors pursuant to the Corporation's By-Laws. Additionally, the City shall designate a City staff member to serve as a non-voting member of the Corporation. Both City representatives shall have all of the powers and duties as other voting and non-voting members of the Corporation as set forth in the Corporation By-Laws.
5. Residential Rental Property Owner Representative: Annually, and on a rotating basis, the Corporation shall appoint or designate a representative of the ownership of either Wheaton Center, Wheaton 121 or Courthouse Square Apartments as a voting member of the Corporation's Board of Directors pursuant to the Corporation's By-Laws. The Corporation shall meet this requirement by providing a written request to the property owners of Wheaton Center, Wheaton 121, and the Courthouse Square Apartments (collectively the "Ownership Group") to appoint a representative of the Ownership Group to serve as a voting member of the Corporation's Board of Directors. The Corporation shall not be in breach of this Agreement if the Ownership Group does not provide a representative to serve on the Corporation's Board of Directors after being requested in writing by the Corporation to provide such representative. The representative of the Ownership Group shall have all of the powers and duties as other voting members of the Corporation as set forth in the Corporation By-Laws.
6. Scope of Services: The services to be performed by the City and the Corporation shall be as follows:

- a. The City

The City shall provide such municipal services as are commonly provided from time to time to all property owners in the City of Wheaton.

b. The Corporation

The Corporation shall provide for any services which, in its reasonable discretion, are deemed necessary for the promotion of and performance of economic development activities to enhance the commercial and residential rental environment in the Area. Said services shall be itemized in the annual approved budget and may include, but not be limited to: efforts to promote business within the Area which generally includes the provision of enhanced marketing and education; promoting benefits and activities in the Area; and managing special community events and activities including set up and tear down for those events.

7. The City's Contribution: For the purpose of permitting the Corporation to provide the services described herein, the City shall provide to the Corporation monies derived from SSA #8 taxes collected throughout the life of SSA #8 including those SSA #8 funds captured from Tax Increment Financing District #2 (hereinafter the "Funds") in the amounts determined by the City through its statutory levying process. Following City approval of the Corporation's annual budget, the Funds shall be tendered to the Corporation by the City upon receipt of the Funds by the City from the Treasurer of DuPage County. In addition, in aid of the mission of the Corporation as stated in this Agreement and reflected in the annual budget, the City shall waive any permit or other City fee (except for extraordinary police and fire services, including, but not limited to, police services associated with the sale of liquor) required for the conduct of any event sponsored by the Corporation for the benefit of the properties within SSA #8, and may, further, lend aid as deemed necessary and appropriate to further benefit the Corporation and the activities set forth in this Agreement.

8. Fiscal Year: The Corporation shall operate on a fiscal year commencing January 1 and ending December 31 each year.

9. Budget: The Corporation's annual budget shall provide a separate accounting of the use of the Funds and other sources of revenue. Prior to expenditure of the Funds and no later than September 15 of each year of this Agreement, the Corporation shall provide its annual budget to the City for consideration and approval by the City Council, with a specific identification of the revenue said budget requires from SSA #8 Funds. The City shall review the annual budget no later than November 15 and may inform the Corporation to any objections to the budget such that the Corporation may consider amendment of the budget for City approval. The Corporation's Calendar Year 2019 Budget is attached hereto and incorporated herein as Exhibit "C".

10. Books and Records: The Corporation shall, for the purpose of verifying the use of the Funds, provide the City with the following documents on a quarterly basis:

- Budget to Actual Report;
- Balance Sheet;
- Profit/Loss Statement; and
- Statement of Changes in Equity.

Additionally, the City shall have the right to inspect the books and records of the Corporation at any reasonable time throughout the term of this Agreement upon forty-eight (48) hours notice to the Corporation.

If, at any time, the City finds that the Corporation has expended Funds in a manner not in keeping with the approved budget, and which has not been previously accounted for through a budget amendment approved by the City, the Corporation shall halt its expenditure of the Funds until it has received notice from the City that it can proceed with budgeted expenditures.

11. Financial Report: The Corporation shall, no later than ninety (90) days following the close of its fiscal year, provide to the City a financial report prepared by a certified public accountant, which report shall include at least a balance sheet and a statement of operations for the Corporation's fiscal year. A summary of activities or accomplishments as

set forth in Section 6(b) of this Agreement in the Area shall be included in the financial report.

12. Surpluses: Any portion of the SSA #8 Funds not expended by the Corporation in any fiscal year shall be retained by the Corporation and used solely for the purposes set forth in this Agreement until the termination of this Agreement at which time they shall be returned to the City in accordance with Section 15 of this Agreement.
13. Independent Contractor Status. Neither the Corporation nor any employee and/or independent contractors of the Corporation funded by monies provided by the City under this Agreement shall be considered an employee or agent of the City, but shall instead, as to the City, be considered an independent contractor. The City shall not have the authority or power to control the means, method, or manner in which the Corporation or any of the employees and/or independent contractors perform their work or services under this Agreement. Furthermore, neither the Corporation nor any of the employees and/or independent contractors shall represent themselves as employees or agents of the City. The Corporation shall be obligated to pay any and all Federal or State taxes, contributions, insurance payments, unemployment contributions, or similar obligations as may be required by State and Federal Law. Neither the Corporation nor any of its employees and/or independent contractors shall be authorized to bind, solicit, negotiate, or perform any work or service on behalf of the City, with it being the intent of this Agreement that the Corporation and any employees and/or independent contractors of the Corporation are now and for the entire term of this Agreement are, and shall remain, as it pertains to the City, independent contractors.
14. Indemnification and Hold Harmless. To the greatest extent permitted under Illinois law, the Corporation, on behalf of itself and its employees and/or independent contractors, shall indemnify, hold harmless, and defend the City, its elected or appointed officials, directors, officers, employees, attorneys, and agents (hereinafter collectively, the "**City Indemnitees**") in whole or in part from and against any and all lawsuits, claims, demands, losses, damages, injuries, liabilities, fines, judgments, settlements, penalties, costs, including reasonable attorneys' fees, costs of litigation, claims of copyright or trademark infringement, (hereinafter the "**Claims**"), that arise, or may be alleged to have arisen, out of or in connection with, either directly or indirectly, the negligent or intentional acts or omissions of the Corporation, its

employees and/or independent contractors, in the performance or failure to perform in this Agreement. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

Corporation (and any subcontractor into whose subcontract this clause is incorporated) shall assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Corporation agrees to indemnify and defend the City and City Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the City or City Indemnitees may sustain as a result of personal injury claims by Corporation's employees, except to the extent those claims arise as a result of the City's own negligence.

The obligation on the part of the Corporation to defend, hold harmless, and indemnify the City shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as prohibiting the City or City Indemnitees from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Corporation and the City, the parties agree that any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

**15. Insurance.**

A. The Corporation shall maintain minimum limits of insurance coverage as follows, subject to the additional conditions set forth in the provisions of this paragraph that follow:

**Commercial General Liability Insurance**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000

Personal & Advertising Injury Limit	\$1,000,000
Medical Expenses, each person	\$10,000

#### **Comprehensive Automobile Liability Insurance**

Combined Single Limit, each accident	\$1,000,000
OR	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

#### **Worker's Compensation & Employer's Liability**

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

#### **Commercial Umbrella/Excess Liability**

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- B. The City shall be included under the Corporation's general commercial liability as well as under any special event insurance coverages which Corporation secures to cover events funded by monies provided by the City under this Agreement, as an additional primary insured.
- C. Coverage shall be on a per occurrence basis in accordance with the limits and provisions specified in subparagraph A above.
- D. All subcontracts funded by monies provided by the City under this Agreement shall contain each and every insurance provision listed in subparagraph A above.
- E. All insurance shall provide that it will not be canceled or materially altered to reduce the policy limits until the City has received at least thirty (30) days prior written notice of such cancellation or change.
- F. The Corporation's insurance shall be primary with respect to any other valid or collectable insurance that the City may possess, including any self-insured retentions that the City

may have. Any other insurance the City possesses shall be considered excess insurance only and shall not be required to contribute with the Corporation's insurance.

G. During the term of this Agreement, the City may require the Corporation to increase insurance coverage in those categories and in those amounts deemed necessary by the City.

H. The insurance described herein as set forth in subparagraph A above shall be maintained for the duration of the Agreement.

16. State of Cooperation: The City and Corporation agree, where possible, to cooperate with each other in achieving the purposes set forth herein.

17. Termination of Agreement: This Agreement shall terminate on the earliest of the following: (a) December 31, 2025; (b) the voluntary or involuntary dissolution of the Corporation; (c) if either party breaches the terms set forth in this Agreement; or (d) by the entry of a court order invalidating the imposition or payment of taxes imposed or paid to the City from SSA #8 (hereinafter "Tax Monies") in which case this Agreement shall be void and be terminated as of the date of the court order and the City shall have no further obligation to pay any Tax Monies or other considerations to the Corporation.

18. Distribution of Assets: Upon dissolution of the Corporation, or the end term of the termination date of this Agreement, all SSA #8 Funds not expended by the Corporation shall be returned to the City.

19. Dissolution Meeting: In the event of the dissolution of the Corporation pursuant to its By-Laws, the City Manager shall meet with the Board of Directors of the Corporation for the purpose of discussing the events that will need to occur following the dissolution of the Corporation.

20. Approval of Budget for Calendar Year 2019: The City hereby approves the Corporation's budget dated Jan 2019 - Dec 2019, as set forth in the attached Exhibit "C."

21. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE CITY OF WHEATON**, a municipal corporation existing under the laws of the State of Illinois.

By: Michael J. Gray  
Shawn Bennett-Hagan  
City Clerk

ATTEST:

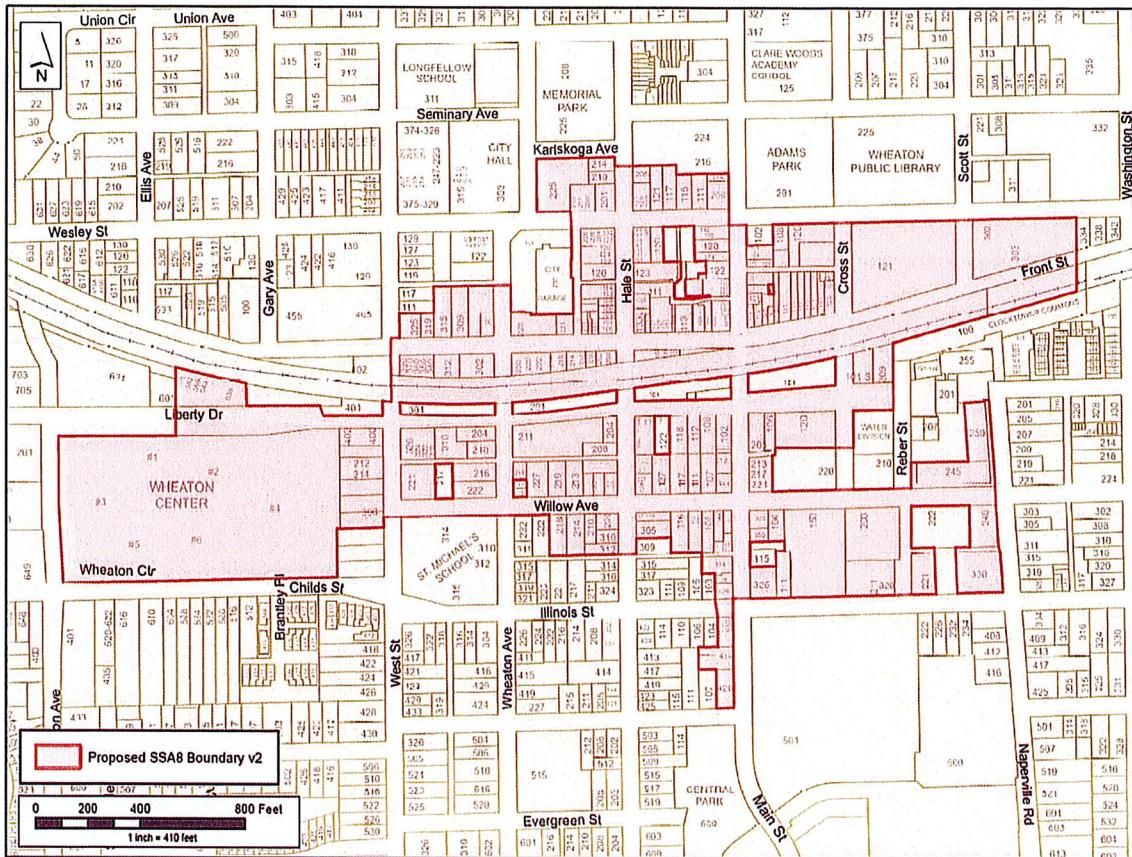
**DOWNTOWN WHEATON ASSOCIATION**, a Not-for-Profit corporation organized and existing under the laws of the State of Illinois

By: Donna Heisk

ATTEST:

Kyle  
Secretary

Exhibit "A"



SSA8 Proposed - Letter.mxd - 6/26/2018

Exhibit "B"

**BY-LAWS**  
**OF**  
**DOWNTOWN WHEATON ASSOCIATION, INC.**

**Article I**  
**Offices**

The principal office of the association shall be located in the City of Wheaton, County of DuPage and State of Illinois, but may be changed from time to time by resolution of the Board of Directors. The association may have such other offices either within or without the State of Illinois as the business of the association may require.

**Article II**  
**Voting Members**

**Section I. CLASSES OF MEMBERS.** The Downtown Wheaton Association, Inc. shall have two types of members, who must be members in good standing. Membership categories are defined as follows:

- a. **Voting Members** are members who are either:
  - (i) **Commercial Tenants** are members who own or operate a retail business, or other commercial endeavor, in Special Service Area #7. Each business shall designate the person who shall exercise the voting rights.
  - (ii) **Property Owners** are members who own real estate within Special Service Area #7, whether said property is held in name or Trust. All Property Owners must pay real estate tax on said property to have voting rights.
  - (iii) **Commercial Occupant/Property Owners** are members who both own real estate within the boundaries of Special Service Area #7 and operate a commercial business in said Real Estate.
- b. **Associate Members** are members who do not have an ownership interest in property located in Special Service Area #7, nor operate a business with an address in Special Service Area #7, and who are dues paying members.

**Section II. DUES.** Dues for membership shall be an amount set by Board of Directors per member, per year, which shall further entitle the Member to be listed in the Membership Directory. Property owners within SSA#7 shall not be required to pay dues.

**Article III**  
**Meeting of Members**

**Section I. ANNUAL MEETING.** An annual meeting of the members for purpose of electing directors shall be held at any time during the month of April at a time, date and place set by the Board of Directors, beginning April 1994.

**Section II. SPECIAL MEETINGS.** Special meetings of the members may be called by the Chairman or a majority of the members of the Board of Directors or by not less than 20% of the full members, and the call shall fix the time, place and purpose of such meeting.

**Section III. PLACE OF MEETING.** A majority of the Board of Directors may designate any location within the County of DuPage as a place of meeting for the annual meeting or for any special meeting of members.

**Section IV. NOTICE OF SPECIAL MEETING.** Notice stating the place, day and hour of the meeting (and in case of a special meeting, the purpose or purposes for which the meeting is called) shall be delivered not less than two days nor more than seven days before the meeting, either personally, by mail, by email or by phone at the direction of the President or the Secretary or the Officer or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered the day after being deposited in the United States mail addressed to the member at his or her address as it appears on the records of the association with postage prepaid.

**Section V. PROXIES.** At all meetings of members, a member may vote by proxy executed in writing by the member or by his designee authorized in writing. Such proxy shall be filed with the Secretary of the association before or at the time of meeting.

**Section VI. VOTING OF MEMBERS.** Subject to the provisions of Section II Article IV, such members shall be entitled to one vote upon any matter submitted to vote at a meeting of the general membership. All issues shall be decided by a majority vote. Robert's Rules of Order shall apply.

**Section VII.** All meetings of the Downtown Wheaton Association, Inc. are open to the public.

## Article IV Directors

**Section I. GENERAL POWERS.** The business and affairs of the association shall be managed by its Board of Directors.

**Section II. NUMBER, ELECTION, TENURE AND QUALIFICATIONS OF DIRECTORS.** The number of directors shall be a minimum of nine (9). The number of Directors in any category may exceed (2) in any of the following categories:

- **Three (3) Directors shall be elected by the Commercial Tenants.** Any Director so elected must be a Commercial Tenant. No property owner may vote in this category, nor may an owner be elected as a director herein. Each commercial tenant shall have one ballot per lease. Each tenant may vote on each ballot for up to three (3) directors but may not cast more than one (1) vote per ballot per director.
- **Two (2) Directors shall be elected by Property Owners.** Each such Director must be a Property Owner. Each Property Owner shall have one ballot per parcel.

Said Property Owner may vote on each ballot for up to two (2) directors but may not vote more than one (1) vote per parcel number per ballot per director. The number of parcels to be voted shall be determined pursuant to the print-out provided by the Assessor of DuPage County.

- **Two (2) Directors shall be elected by Commercial Occupant/Property Owners.** Any Director so elected must be a Commercial Occupant/Property Owner. Commercial Occupant/Property Owners can run in election as a Property Owner or Commercial Occupant/Property Owner. This must be declared before the election. Each such Director must be a Commercial Occupant/ Property Owner. Each Commercial Occupant/ Property Owner shall have one ballot per parcel. Said Commercial Occupant/Property Owner may vote on each ballot for up to two (2) directors but may not vote more than one (1) vote per parcel number per ballot per director. The number of parcels to be voted shall be determined pursuant to the print-out provided by the Assessor of DuPage County.
- **One Director shall be appointed by the Board of Directors from the Associate Members-at-large.** The Associate Member at-large shall serve a one-year term.
- **One Director shall be appointed by the City of Wheaton.** The City of Wheaton representative shall serve a one-year term.
- **The Immediate Past President shall serve a one-year term as a voting member of the Board of Directors.**

The Board may; however, increase or decrease said number of directors if so designated by a majority of the existing Board of Directors. Each member of the Board of Directors whose term expires and who stands for re-election shall be elected by the members at the annual meeting of members, and shall hold office for a period of three (3) years. Each member of the Board of Directors so elected shall hold office until the expiration of the term so elected to or until his successor shall have been elected and qualified. No more than one (1) Director can be elected to the board in any capacity from any one (1) entity whether said entity is a Commercial Occupant, Property Owner or combination thereof, or any related entity. Any person operating a business without rental payments under a lease or owning tax exempt property may not vote for the directors as set forth above nor be elected to the board in the categories set forth above.

Each elected director shall serve as the representative of the qualified entity. A director may be removed by the entity at the entity's discretion. A vacancy created by such removal shall be filled by the Board of Directors who will consider a proposed replacement by the entity but will not be bound to accept said proposed replacement. More than one (1) person may be nominated by any entity. In the event of multiple nominees, the entity shall have sole discretion as to who it wishes to be allowed to run on its behalf and serve herein. In the event of more than one nominee qualifies for director then the Board of Directors may consider which of the qualifying nominees will serve, but will not be bound to accept that Nominees. A qualifying director is one who receives sufficient votes to be elected to the board absent a restriction on the number of directors that any one entity may have on the board. In the event that a Director resigns from the Board, that vacancy shall be filled within sixty (60) days by a majority vote of the entire Board of Directors.

There shall be four (4) Ex-Officio, non-voting members of the Board of Directors. One such member shall be the Executive Director of the Downtown Wheaton Association, Inc. The second shall be the City Manager of the City of Wheaton, or his/her designated representative. The third shall be a Wheaton Chamber Liaison. The fourth shall be a Wheaton Park District Liaison.

**Section III. PROXIES.** For elections to the Board of Directors a member may vote by proxy providing said proxy is specifically requested by the party voting, said proxy is notarized, and the proxy is identified as belonging to that voter only.

**Section IV. REGULAR MEETINGS OF DIRECTORS.** The annual meeting of Directors shall be held, without notice other than this by-law, following the annual elections and appointments herein. At other times, the Board of Directors shall as a policy and without resolution meet on the second Wednesday of each month at a place within DuPage County, for holding of the regular meetings of the Board without other notice. The Board of Directors may provide by resolution the time and place within DuPage County for the holding of other meetings of the board without other notice than such notice of regular meetings must be given pursuant of Section VI of this Article.

**Section V. SPECIAL MEETING.** Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the full board of directors. The President may fix any place within DuPage County as a place for holding any special meeting of the Board called by them.

**Section VI. NOTICE OF SPECIAL MEETING TO DIRECTORS.** Notice stating the place, day, hour and the purpose or purposes for which the meeting is called of all special meetings, except the annual meeting, shall be delivered not less than two or more than seven days before the meeting, either personally or by mail, email, or by telephone, by or at the direction of the President or the Secretary or the Officer or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered the day after being deposited in the United States mail addressed to the member at his or her address as it appears on the records of the association with postage prepaid.

Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**Section VII. OPEN MEETING POLICY.** All board meetings of the Downtown Wheaton Association, Inc. will be open to the public.

**Section VIII. QUORUM.** A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if less than a majority of Directors are present, a majority of those Directors present may adjourn the meeting from time to time without further notice.

**Section IX. MANNER OF ACTING.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section X. VACANCIES.** Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of any increase in the number of Directors may be filled by election at any regular or special meeting of the Board of Directors.

**Section XI. PRESUMPTION OF ASSENT.** A Director of the association who is present at a meeting of the Board of Directors at which action on any association matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent or, in case of not voting, his abstention shall be entered in the minutes of the meeting, or unless he shall provide his written dissent to such action or statement of abstention with the person acting as Secretary of the meeting before adjournment thereof or shall forward such dissent or statement by registered mail to the Secretary of the association within five days after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

**Section XII. COMPENSATION.** Directors as such shall not receive any stated salaries for their services; provided, that nothing herein contained shall be construed to preclude any Director from serving the association in any other capacity and receiving compensation therefore. A Director may be an interested party to a transaction with the Corporation provided the transaction is fair when approved by the Board.

**Section XIII. REMOVAL.** The Board of Directors may remove any Director when in its judgment the best interest of the association would be served. However, such removal shall be without prejudice to the contract right, if any, of the person so removed. Such action requires the vote of two-thirds of the entire Board of Directors. Any Director who misses three or more meetings per year may be subject to removal at the discretion of the Board.

**Section XIV. INDEMNIFICATION.** The Corporation will indemnify any Director, officer, employee, or agent who is threatened to be made a party to any suit or proceedings provided that the person acted in good faith and in the best interests of the Corporation and had no reasonable cause to believe the conduct complained of was unlawful. The Corporation shall purchase and maintain insurance providing this indemnity.

**Section XV. FINANCIAL AUTHORIZATION.** The Downtown Wheaton Association may establish a line of credit with an accredited financial institution to be used as an additional financial resource on an as needed basis. The authorized signers on the line of credit account will be the current President, Vice President, Treasurer and Executive Director of the Downtown Wheaton Association.

## Article V Officers

**Section I. OFFICERS.** The officers of the association shall be the Officers of the Board of Directors, and shall include a President, one or more Vice President, a Secretary, a Treasurer, Immediate Past President and such assistants as may be elected or appointed by the Board of Directors. No person shall serve as President until said person has completed two years of his or her term on the Board of Directors.

**Section II. ELECTION AND TERM OF OFFICERS.** The Officers shall be elected annually at the annual meeting of the Board of Directors. The Officers shall be selected from the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until he shall resign or shall have been removed in the manner hereinafter provided.

**Section III. REMOVAL.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors when in its judgment the best interest of the association would be served thereby, but such removal shall be without prejudice to the contract right, if any, of the person so removed. Such action requires a vote of two-thirds of the entire Board of Directors. Any officer who misses three or more meetings per year may be subject to removal at the discretion of the Board.

**Section IV. VACANCIES.** A vacancy in any office because of death, resignation, removal, or otherwise, may be filled by the Board of Directors for the remainder of the term.

**Section V. PRESIDENT.** The President shall be the principal executive officer of the association and shall in general supervise and control all the business and affairs of the association. He shall preside at all meetings of the members and of the Board of Directors and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Section VI. VICE PRESIDENT.** In absence of the President or in the event of his inability or refusal to act, the Vice President who shall be a member of the Board of Directors, shall perform the duties of the President and when so acting shall have all powers of and be subject to all restrictions upon the President.

**Section VII. SECRETARY.** The Secretary shall: (a) keep the minutes of the members and Board of Directors meetings; (b) see that all notices are given in accordance with the provisions of the by-laws; (c) be custodian of the association's records in accordance with the provisions of these by-laws; (d) keep a record of the addresses of each member which shall be furnished to the Secretary by such member.

## Exhibit "C"





	A	B	C	D	E	F	G	H	I	J	K
4											
5								Jan. -Dec. 2019			
62				6419	Equipment Purchase			900			<u>Description</u>
63											New lap top for Executive Director
64											
65											
66				6425	Banking and CC Processing Fees						
67					Line of Credit Payments			275			Annual processing fee
68					Credit card processing and bank fees			150			Heartland processing fees
69							Total	425			
70											
71				6430	Dues			300			Chamber of Commerce dues
72											
73				6450	Professional fees						
74					Accounting			1,800			Annual compilation report
75					Legal			300			Correspondence as needed
76					IT Consulting			1,500			Tech support
77					Website Maintenance			2,500			Updates and graphic uploading
78							Total	6,100			
79											
80					6480 · Insurance			6,000			General liability, director and workers comp.
81					6520 · Telephone & Internet			3,000			Comcast services
82					6525 · Office Supplies			3,500			Ink, paper, pens, filing supplies
83					6560 · Travel			300			Milage and parking fees
84											
85					6565 · Meals & Entertainment						
86					Board and Committee Meetings			1,000			Meeting refreshments
87					Chamber luncheons and dinners			1,200			Admission fees for luncheons and dinners
88					Meals and special meeting			300			Business meetings and luncheons
89					Prayer Breakfast			300			Annual prayer breakfast table sponsorship
90							Total	2,800			

	A	B	C	D	E	F	G	H	I	J	K
4											
5									Jan. -Dec. 2019		
91											<u>Description</u>
92								<b>6438 Marketing</b>			
93								<b>Chamber Directory Advertising</b>	500		Adveritising in annual member directory
94								<b>Event Postcard</b>	1,000		Printing 2019 calendar of downtown events
95								<b>Kiosk</b>	1,000		Event calendar and map panels
96								<b>Photography/social media</b>	4,359		Street and storefront photography
97								<b>Co-op advertising</b>	6,000		Banner and underwriting of co-op layouts
98								<b>Print advertising</b>	15,000		Newspaper and magazine seasonal advertising
99								<b>Social Media / FB/ Instagram</b>	1,000		FB boosting and instagram posting
100								<b>Special Event</b>	3,000		Unscheduled event requiring DWA participation
101								<b>Street banners</b>	0		<i>City to cover this expense in 2018-19</i>
102								<b>Streetscape Marketing</b>	22,000		Advertising and promotional materials
103								<b>DWA branding and marketing</b>	6,000		Generic advertising for Downtown Wheaton
104								<b>E-shopper newsletter</b>	2,000		Create-Send service/ updates to design format
105								<b>Shoppers guide/map</b>	1,200		Annual printing of multifold map and listing
106								<b>Sponsorships</b>	1,000		Wheaton Band, Cosley Zoo, community events
107								<b>Total</b>	64,059		
108											
109											
110								<b>6475 Subscriptions</b>	500		Newspaper/magazine subscription
111								<b>6811 Rent</b>	18,000		Monthly office rental
112											
113											
114											
115								<b>6900 Depreciation Expense</b>	300		Office furniture/ computer equipment
116											
117											
118											
119											

A	B	C	D	E	F	G	H	I	J	K
4										
5								Jan. -Dec. 2019		<u>Description</u>
120							7000 Payroll Expenses			
121										
122							7000 Payroll expenses			
123							7110 Wages and salaries			
124							7111 Executive Director	68,000		Full time employee position
125							7112 Admin. Event Assistant	32,000		Full time or additional part time employee
126							Total	100,000		
127										
128							7130 Payroll Taxes			
129							7131 FICA/MICA	7,650		7.65% on all salaries and wages
130							7132 Federal Unemployment	171		
131							7133 IL Unemployment	195		
132							Total	8,016		
133										
134							7150 Employee Benefits			
135							7152 Health Insurance	3,600		Based on monthly \$300 contribution for ED
136										
137							7190 Payroll processing fees	1000		Precision payroll fees for each pay period (26)
138										
139							Total Expenses	225,500		
140										
141										
142							Net Income	0		