

RESOLUTION R-2025-94

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE DOWNTOWN WHEATON ASSOCIATION REGARDING SPECIAL SERVICE AREA NO. 9 AND
APPROVING THE CALENDAR YEAR 2026 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 No. 9 ("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 2026.

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 1, 2025 and approve the Downtown Wheaton Association's budget for calendar year 2026 as attached hereto.

ADOPTED this 1st day of December, 2025.

ATTEST

City Clerk

Mayor

Ayes:

Nays:

Absent:

Roll Call Vote:

Councilwoman Robbins
Councilman Weller
Councilwoman Bray-Parker
Councilwoman Brice
Councilman Brown
Mayor Suess
Councilman Clousing

None

None

Motion Carried Unanimously

SPECIAL SERVICE AREA NO. 9 IMPLEMENTING AGREEMENT

This Agreement is made this 1st day of December, 2025, 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 206 N. Main Street, Wheaton, Illinois (hereinafter the "Corporation").

WITNESSETH:

WHEREAS, in 2025, the City undertook consideration of establishment of Special Service Area No. 9 ("SSA No. 9" or the "Area"), for the purpose of providing funding of the activities of the Corporation, as they relate to the promotion and maintenance of the business and residential environment contained within SSA No. 9, a map of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, following all proceedings required by Illinois law, the City then established SSA No. 9, pursuant to Ordinance No. O-2025-49, dated November 3, 2025, entitled an **"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA #9 IN THE CITY OF WHEATON, ILLINOIS"**; and

WHEREAS, the City, by said Ordinance, established a tax rate not to exceed forty-five hundredths of one percent (0.45%) of the assessed value of real property located in SSA No. 9, a seven year levy term and an initial tax levy of \$500,000 with \$325,000 allocated to the Corporation in 2026, 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 No. 9, and to extend the SSA No. 9

funding to the Corporation in an amount approved by the City Council on an annual basis for the purposes set forth herein; and

WHEREAS, the parties desire to memorialize their agreement as to the manner of transfer and use of funds derived from SSA No. 9 in this Implementing Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the parties hereto 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. **Services:** The City recognizes the Corporation as the entity that will provide such services in support of enhancing the business and residential environment within SSA No. 9. To aid in such purposes, the Corporation shall be invited to serve as a representative of the stakeholders in SSA No. 9 in any planning or economic-related activities affecting properties within SSA No. 9.
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's By-Laws, which shall not be amended during the term of this Agreement without the consent of the City Council, are attached hereto and incorporated herein as though fully set forth, as Exhibit "B."
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. **Ownership Group:** Annually, and on a rotating basis, the Corporation shall appoint or designate a representative of the ownership of a residential rental property within SSA No. 9 with more than 100 units as a voting member of the Corporation's Board of Directors pursuant to the Corporation's 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 special municipal services including, but not limited to, parking operations and maintenance, including the public garages; maintenance of streetscapes, holiday, and event decorations; together with aesthetic enhancements including landscaping, public art, and signage/banners in the Area.

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 business and residential environment in SSA No. 9. 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; 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 taxes collected throughout the life of SSA No. 9. (the "Funds"). 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 may waive any permit or other City fee required for the conduct of any event sponsored solely by the Corporation, except for liquor application and license fees and fees for extraordinary police and fire services, including but limited to, police services associated with the sale of liquor, for the benefit of the properties within SSA No. 9, and shall, 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 clearly identify and separately account for the revenues and expenses of the Funds from the Corporations' other revenue sources and expenses. No later than October 1 of each year of this Agreement, the Corporation shall provide its annual budget to the City for approval by the City Council, prior to expenditure of the Funds. The City shall approve the annual budget no later than December 1, or by that same time, shall alert the Corporation to any objections it may have to the budget such that the Corporation may consider amendment of the budget for City approval. The Corporation's Calendar Year 2026 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 vs. Actual Report
- Balance Sheet
- Profit/Loss Statement

The reports shall clearly identify and separately account for the revenues and expenses of the Funds from the Corporations' other revenue sources and expenses. 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 City shall not release any Funds from the Treasurer of DuPage County and the Corporation shall halt its expenditure of the Funds and until it has received notice from the City that it can proceed with budgeted expenditures.

11. **Annual Financial Reports:** The Corporation shall provide, prepared by an independent accounting firm, the following annual reports:

- Accountant's Compilation Report
- Return of Organization Exempt From Income Tax (Form 990)
- Audited Financial Statements (if required by State law)
- A summary of activities or accomplishments aimed at providing management, maintenance, and promotion in the Area (prepared by Corporation).

12. **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.

13. **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.

14. 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 |
| Personal & ADV Injury Limit | \$1,000,000 |
| Medical Expenses, each person | \$5,000 |

Automobile Liability

| | |
|--------------------------------|---------------------------|
| Hired and Non-Owned Autos Only | \$1,000,000 each accident |
|--------------------------------|---------------------------|

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 |

Liquor 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 provide additional coverage or 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.

15. **State of Cooperation:** The City and Corporation agree to cooperate with each other in achieving the purposes set forth herein.

16. **Termination of Agreement:** This Agreement shall terminate on the earliest of the following: (a) December 31, 2032; (b) the voluntary or involuntary dissolution of the Corporation; or (c) if either party breaches the terms set forth in this Agreement.

17. **Distribution of Assets:** Upon dissolution of the Corporation, or the termination date of this Agreement, any portion of the SSA No. 9 Funds that had been received by the Corporation but not yet expended shall be returned to the City, declared as excess funds, and refunded in accordance with 35 ILCS 200/27-93 (Special Service Area Tax Law – Refunds).

18. **Dissolution Meeting:** In the event of the dissolution of the Corporation pursuant to Article VIII of the By-Laws, the City 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.

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

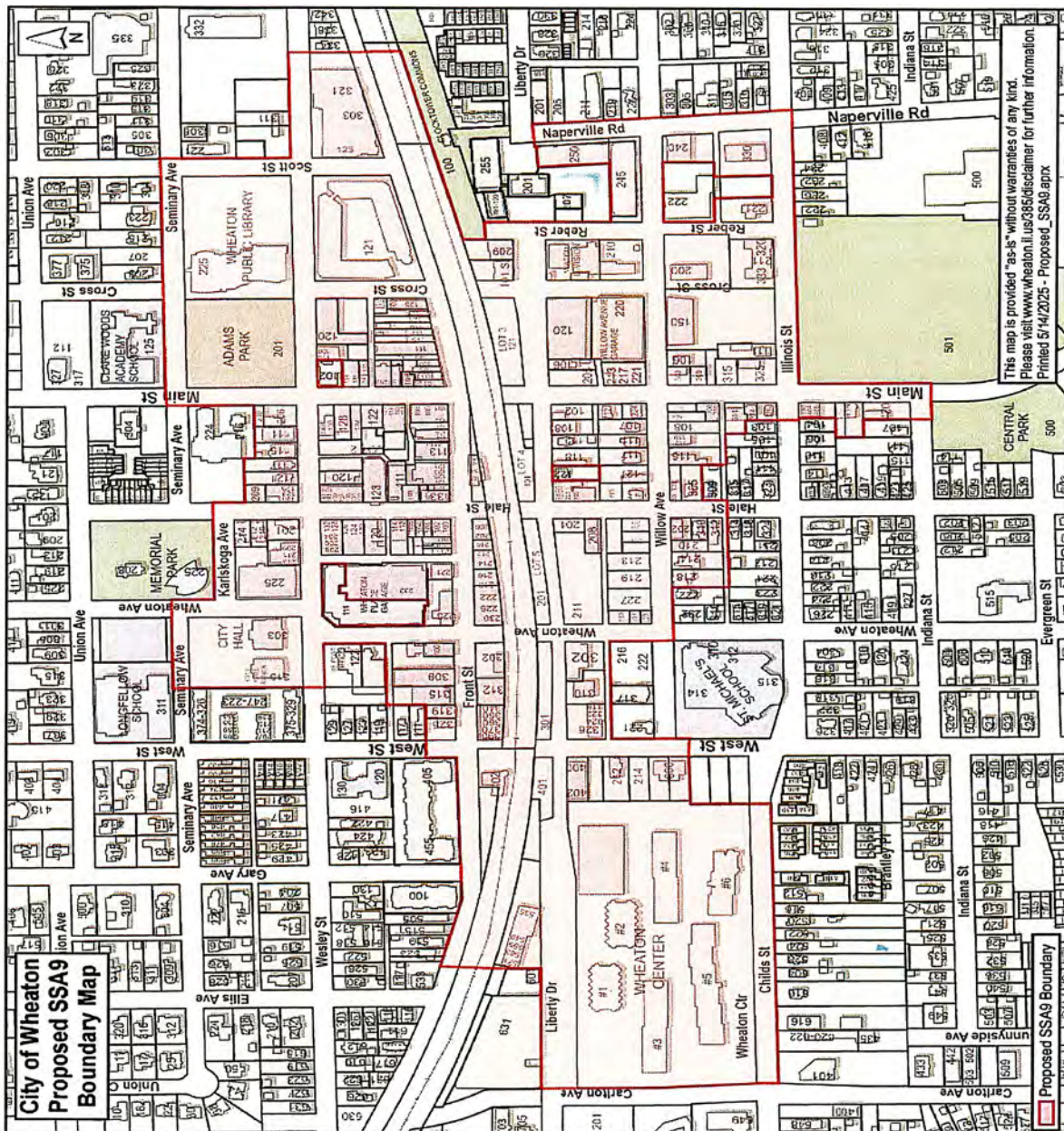
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. **THE CITY OF WHEATON,**

By: Philip J. Suen
Mayor
ATTEST: Andrea Rosedale
City Clerk

DOWNTOWN WHEATON ASSOCIATION,
By: Brian Bone
Title: President

ATTEST: K. Lewis
Secretary

Exhibit "A"



BY-LAWS OF
DOWNTOWN WHEATON ASSOCIATION, INC.

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BY-LAWS OF
DOWNTOWN WHEATON ASSOCIATION, INC.

Article I
Offices

The principal office of the Downtown Wheaton Association, Inc. 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.

Article II
Members

Section I. CLASSES OF MEMBERS. The Downtown Wheaton Association, Inc. shall have two (2) types of Members, voting members and Associate non-voting members. All Members must be in good standing to exercise membership rights and benefits.

- a. **Voting Members** are Members who are one of the following:
 - (i) **Commercial Tenants:** Dues paying Members who own or operate a retail business, or other commercial endeavor, in Special Service Area #9 (SSA #9).
 - (ii) **Property Owners:** Members who own real estate within SSA #9, whether said property is held in name or Trust. All Property Owners must pay real estate tax by the due date on said property to have voting rights.
 - (iii) **Owner Operator:** Members who both own real estate within the boundaries of SSA #9 and operate a commercial business in said real estate. All Property Owners must pay real estate tax by the due date on said property to have voting rights.
 - (iv) **Ownership Group:** Members who are appointed or designated representative(s) of the ownership of any residential rental properties within SSA #9 with more than one hundred (100) units.

Each Member shall designate a person who shall exercise the voting rights for the Member. Each Member within the above categories shall be entitled to one (1) vote.

- b. **Associate Members** are non-voting, dues paying Members who do not own property nor have a business within SSA #9.

Section II. DUES. Commercial Tenant Members shall pay annual Membership dues in the amount set by the Board of Directors. Annual membership dues entitle the Member to respective Membership benefits as published by the Downtown Wheaton Association, Inc. and defined by the Board of Directors. Membership dues and corresponding benefits are subject to change without notice. Property Owners within SSA #9 shall not be required to pay dues apart from fees included in the Property Owner's annual property tax bill.

Article III **Meetings**

Section I. OPEN MEETINGS. All meetings of the Downtown Wheaton Association, Inc. are open to the public.

Section II. REGULAR MEETINGS OF DIRECTORS. The Board of Directors shall hold regular meetings of the Board, as a policy and without resolution, on the second (2nd) Wednesday of each month at a place within DuPage County.

Section III. SPECIAL MEETINGS OF THE DIRECTORS. Special meetings of the Board of Directors may be called by or at the request of the President or by a majority of the voting members of the Board of Directors. The President may choose any place within DuPage County as a place for holding any special meeting of the Board.

Section IV. QUORUM. The presence of a majority of voting Members of the Board of Directors shall constitute a quorum for the transaction of business at a regular or special meeting.

Section V. MANNER OF ACTING. An act by the majority of a quorum at a meeting shall be considered an act of the Board of Directors.

SECTION VI. VIRTUAL MEETINGS. Except as otherwise provided in these bylaws, meetings of the Board may be conducted through use of Internet meeting services designated by the President that support visible displays identifying those participating, identifying those seeking recognition to speak, showing (or permitting the retrieval of) the text of pending motions, and showing the results of votes. These electronic meetings of the Board shall be subject to all rules adopted by the Board to govern them, which may include any reasonable limitations on, and requirements for, Directors' participation. Any such rules adopted by the Board shall supersede any conflicting rules in the parliamentary authority.

Section VII. ANNUAL RATIFICATION MEETING. A ratification meeting of the Members for the purpose of inducting Directors shall immediately follow the January regular meeting of the Members. The annual ratification meeting of Directors shall be held, without notice other than this by-law, in January of each calendar year.

Section VII. SPECIAL MEETINGS OF THE MEMBERS. Special meetings of the Members may be called by the President or a majority of the Members of the Board of Directors or by not less than twenty (20) percent of the full Members, and the call shall fix the time, place and purpose of such meeting.

Section VIII. VOTING OF MEMBERS. Subject to the provisions of Section II Article IV, such voting Members shall be entitled to one (1) vote upon any matter submitted to

vote at a meeting of the general Membership. All issues shall be decided by a majority vote of those voting members present. Robert's Rules of Order shall apply.

Section IX. PROXIES. At any meeting of Members, a Member may vote by proxy when executed in writing by the Member (email is acceptable). Such proxy shall be filed with the Secretary of the Downtown Wheaton Association, Inc. before or at the start of the meeting. A proxy is defined as one (1) Member authorizing another Member to cast a vote on their behalf during a meeting.

Section X. NOTICE OF REGULAR AND SPECIAL MEETINGS OF THE DIRECTORS AND/OR MEMBERS. Notice stating the place, day, and time of the meeting (and in case of a special meeting, the purpose(s) for which the meeting is called) shall be delivered not less than two (2) days nor more than seven (7) days before the meeting, either personally, by email, or by phone at the direction of the President or persons calling the meeting, to each Member entitled to vote at such meeting.

Article IV **Directors**

Section I. GENERAL POWERS. The business and affairs of the Downtown Wheaton Association, Inc. shall be managed by its Board of Directors.

Section II. NUMBER AND CATEGORIES OF DIRECTORS. The number of Directors shall be a minimum of nine (9). The Board of Directors may increase or decrease its number of Directors if designated by a majority of the Board of Directors. The number of Directors in any category may exceed by two (2) in any of the following categories. Members must vote within their own category.

- **Three (3) Directors shall be Commercial Tenants.** Each Commercial Tenant shall have one (1) 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 Property Owners.** Each Property Owner shall have one (1) ballot per parcel. Each 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 votes permitted to respective Property Owner shall be determined pursuant to the information provided by the Assessor of DuPage County.
- **Two (2) Directors shall be Owner Operators.** Owner Operators can run in an election as a Property Owner or Owner Operator. This must be declared before the election. Each such Director must be an Owner Operator. Each Owner Operator shall have one (1) ballot per parcel. Said Owner Operator 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 votes permitted to respective Owner Operator shall be determined pursuant to the information provided by the Assessor of DuPage County.
- **One (1) to three (3) Directors of the Ownership Group shall be appointed by the Board of Directors.**
- **One (1) Director shall be appointed annually by the Board of Directors from the Associate Members at-large.**

- **One (1) Director shall be appointed annually by the City of Wheaton City Council.**

In order to fill a specific organizational need, the Board of Directors has the authority to appoint an individual, who is not directly related to a Downtown Wheaton business or Associate Member, to an Officer position and/or to the Board of Directors to fill the Associate Member director position.

Section III. NOMINATION OF DIRECTORS. Nominations for new Directors shall open in October and/or November via mail for Property Owners to the address provided by DuPage County, unless otherwise requested in advance, and via email to all other Members. Members may nominate across all membership categories. Nominees must be in good standing to be included on the ballot. Nominees are verified as eligible by the Downtown Wheaton Association, Inc. staff.

Section IV. ELECTION OF DIRECTORS. Elections for the Board of Directors shall be held annually in November and/or December following the nomination period. Voting ballots are mailed to Property Owners to the address provided by DuPage County, unless otherwise requested in advance, and emailed to all other Members. Election results will be certified by the Wheaton City Clerk.

Section V. TENURE OF DIRECTORS.

Each Director shall hold office for a period of three (3) years. Each Director so elected shall hold office until the expiration of the term so elected to or until his or her successor shall have been elected and qualified.

Section VI. QUALIFICATIONS OF DIRECTORS.

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 (1) entity may have on the Board.

Section VII. VACANCY.

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 at any regular or special meeting of the Board of Directors.

Each elected Director shall serve as the representative of the qualified Member. A Director may be removed by the Member at the Member's discretion. A vacancy created by such removal shall be filled by the Board of Directors who will consider a proposed replacement by the Member but will not be bound to accept said proposed replacement. More than one (1) person may be nominated by any Member. In the event of multiple nominees, the Member shall have sole discretion as to who it wishes to be allowed to run on its behalf and serve herein. In the event more than one (1) 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 Nominee.

Section VIII. EX-OFFICIO DIRECTORS. There shall be five (5) Ex-Officio, non-voting Members of the Board of Directors, which may include:

- Executive Director of the Downtown Wheaton Association, Inc.
- City Manager of the City of Wheaton, or his or her designated representative.
- President of the Wheaton Chamber of Commerce, or his or her designated representative.
- Executive Director of the Wheaton Park District, or his or her designated representative.
- Executive Director of the Wheaton Public Library, or his or her designated representative.

Section IX. PRESUMPTION OF ASSENT. Each Director who is present at a meeting of the Board of Directors is conclusively presumed to have assented to the actions taken during the meeting, unless:

- His or her dissent or abstention is entered in the minutes of the meeting;
- Director provides his or her written dissent to such action or statement of abstention with the Secretary of the meeting before adjournment thereof;
- Director forwards such dissent in a statement by registered mail to the Secretary of the Downtown Wheaton Association, Inc. within five (5) 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 X. COMPENSATION. Directors as such shall not receive any salaries for their services in the capacity of Director. Directors may receive compensation from the Downtown Wheaton Association, Inc. for professional services or products provided outside of Director capacity. A Director may be an interested party to a transaction with the Downtown Wheaton Association, Inc. provided the transaction is fair when approved by the Board.

Section XI. REMOVAL. The Board of Directors may remove any Director when, in its judgment, the best interest of the Downtown Wheaton Association, Inc. would be served. Such action requires the vote of two-thirds (2/3) of the entire Board of Directors. Such removal shall be without prejudice to the contract right, if any, of the person so removed. Any Director who misses three (3) or more meetings per year may be subject to removal at the discretion of the Board.

Section XII. INDEMNIFICATION. Downtown Wheaton Association, Inc. 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 Downtown Wheaton Association, Inc. and had no reasonable cause to believe the conduct complained of was unlawful. The Downtown Wheaton Association, Inc. shall purchase and maintain insurance providing this indemnity.

Section XIII. FINANCIAL AUTHORIZATION. The Downtown Wheaton Association, Inc. may establish a line of credit with an accredited financial institution to be used as an additional financial resource on an as needed basis. There shall be three (3)

authorized signers on the line of credit account, including two (2) Directors and the Executive Director of the Downtown Wheaton Association, Inc.

Article V **Officers**

Section I. OFFICERS. The officers of the Downtown Wheaton Association, Inc. shall be the Officers of the Board of Directors, and shall include a President, one (1) 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 (2) years of his or her term on the Board of Directors, unless otherwise voted in by the Board of Directors.

Section II. ELECTION AND TERM OF OFFICERS. The Officers shall be appointed annually by the voting members of the Board of Directors during the January ratification meeting. The Officers shall be selected from 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 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 Downtown Wheaton Association, Inc. 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 (2/3) of the entire Board of Directors. Any officer who misses three (3) 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 appointment by the Board of Directors, during a regular monthly meeting of the Directors, for the remainder of the term.

Section V. EXECUTIVE COMMITTEE. The Executive Committee of the Board of Directors shall be composed of the President, one (1) or more Vice President, Treasurer, Secretary, and the Immediate Past President.

PRESIDENT. The President shall be the principal executive officer of the Downtown Wheaton Association, Inc. and shall in general supervise and control all the business and affairs of the Downtown Wheaton Association, Inc. She or 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.

VICE PRESIDENT. In absence of the President or in the event of his or her inability or refusal to act, the Vice President 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.

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 Downtown Wheaton Association, Inc.'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.

TREASURER. The Treasurer shall: (a) keep an accurate accounting of the Downtown Wheaton Association, Inc.'s funds; (b) in general perform all duties incident of Treasurer; (c) such other duties as may from time to time be assigned to her or him by the President or the Board of Directors.

IMMEDIATE PAST PRESIDENT. Immediate Past President shall serve a one (1) year term as a voting Member of the Board of Directors. The Immediate Past President continues to count toward his or her membership class as a voting member of the Board of Directors.

Article VI **Committees**

Section I. COMMITTEE ORGANIZATION. Committees shall be formed by resolution of the Board of Directors. The Board reserves the right to approve committee membership. One (1) Member of each committee shall be appointed Committee Chairperson at the determination of the Board of Directors.

Section II. TERM OF OFFICE. Each Member of a committee shall continue as such until the next ratification meeting of the Directors of the Downtown Wheaton Association, Inc. or until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such Member be removed from such committee, or unless such Member shall cease to qualify as a Member thereof.

Section III. VACANCIES. Vacancies in the Membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section IV. QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of a quorum shall be the act of the committee.

Section V. RULES. Each committee may adopt rules for its own governance not inconsistent with these by-laws or with rules adopted by the Board of Directors.

Article VII
By-laws

Section I. AMENDING THE BY-LAWS. These by-laws may be amended by a two-thirds (2/3) vote of the Board of Directors. Notification of any meeting at which the by-laws are to be amended must be made in writing to the Board of Directors and published on the Downtown Wheaton Association, Inc.'s official website at least ten (10) days prior to the meeting.

Article VIII
Dissolution

Section I. DISSOLUTION AND WITHDRAWAL. Downtown Wheaton Association, Inc. will be dissolved on the sixth (6th) anniversary of its date of incorporation. However, if the Special Service Area is continued, Downtown Wheaton Association shall be extended for a like term.

If the Special Service area is not extended, the legally available assets of Downtown Wheaton Association, Inc. will be distributed to the Members in the same proportion as their contributions. Contributions received from the City of Wheaton (if any should remain) will revert back to the City of Wheaton. If the Special Service area is not extended, the Board of Directors is responsible for winding down and concluding all activities of Downtown Wheaton Association, Inc.

Exhibit "C"

Downtown Wheaton Association
Calendar Year 2026
Version 3.0

11/18/2025 - REV

2026 Budget

| | | |
|------------------------------------|----|------------|
| 4000 Sponsorship Income | \$ | 50,000.00 |
| 4010 Advertising Income | \$ | 2,500.00 |
| 4010.1 Advertising Co-Op | \$ | - |
| 4020 Grant Revenue | \$ | 5,000.00 |
| 4030 Participation Income | \$ | 77,948.00 |
| 4040 SSA Tax Allocation | \$ | 325,000.00 |
| 4050 Membership Dues | | |
| 4050.1 Business Membership | \$ | 12,000.00 |
| 4050.2 Associate Membership | \$ | 5,000.00 |
| 4050.3 Friends of Downtown Wheaton | \$ | 1,500.00 |
| 4060 Event Income | \$ | 126,425.00 |
| 4080 Events Refunds/Returns | \$ | (200.00) |
| 4070 Donation Income | \$ | 1,681.45 |
| 4090 Merchandise Sales | \$ | - |
| 4100 Fee Income | \$ | 8,849.75 |
| 4110 Gift Certificate Breakage | \$ | - |
| 4120 Interest Income | \$ | 2,500.00 |
| 4130 Fundraising Revenue | \$ | - |
| 4170 Uncategorized Income | \$ | - |
| ERTC | \$ | - |

Total Income \$ 618,204.20

| | | |
|-------------------------------|----|------------|
| 5000 Event Expenses | \$ | 189,513.00 |
| Event Marketing & Advertising | \$ | 22,650.00 |

5040 Economic Development Activity - SSA Expense

| | | |
|--|----|--------------------|
| 5010 Gift Card Expense - Physical Expenses | \$ | 1,500.00 |
| 5020 Gift Card Promotions - Prizes and BOGOs | \$ | 1,500.00 |
| 5040 Economic Development Activity | | |
| 5040.1 Placer.ai (traffic/visitor patterns tracking) | \$ | - |
| 5040.2 Broker Walk | \$ | - |
| 5040.3 Business Recruitment | \$ | 1,500.00 |
| 5040.4 "For Lease/Sale" Window Signage | \$ | 500.00 |
| 5040.5 Milestone | \$ | 3,500.00 |
| 5180 Membership Incentives | \$ | 1,000.00 |
| Realtor Partner Program | \$ | - |
| Business Recruitment Advertising Campaign | \$ | - |
| | | \$ 9,500.00 |

Payroll - SSA Expense

| | | |
|--------------------------------|----|----------------------|
| 5220 Payroll Expenses | \$ | - |
| 5220.1 Wages & Salaries | \$ | 225,000.00 |
| 5220.2 Payroll Taxes | \$ | 20,250.00 |
| 5220.3 Payroll Processing Fees | \$ | 2,250.00 |
| 5220.4 Insurance & Benefits | \$ | - |
| 1099 Support | \$ | - |
| Bonuses | \$ | - |
| | | \$ 247,500.00 |

Overhead

| | | |
|------------------------------|----|----------|
| 5050 Office Expenses | | |
| 5050 Office Expenses-General | \$ | 8,000.00 |
| 5050.1 Postage & Delivery | \$ | 1,000.00 |
| 5050.2 I.T. | \$ | 500.00 |
| 5050.3 Website Maintenance | \$ | 500.00 |

Downtown Wheaton Association
Calendar Year 2026
Version 3.0

11/18/2025 - REV

| | | 2026 Budget | |
|---|-----------|-------------------|----------------------|
| 5050.4 General Printing | \$ | 200.00 | |
| 5050.5 Memberships and Non-Software Subscriptions | \$ | 2,000.00 | |
| 5050.6 Software Subscriptions | \$ | 11,878.32 | |
| 5050.7 Telephone | \$ | 1,200.00 | |
| 5050.8 Non-Event License and Permits | \$ | 200.00 | |
| 5050.9 Rent - SSA Expense | \$ | 36,630.00 | \$ 36,630.00 |
| 5050.10 Office Fixtures | \$ | 2,500.00 | |
| 5050.11 Moving Expenses | \$ | - | |
| 5050.12 Board Materials | \$ | - | |
| <i>5100 Bank & CC Processing Fees</i> | | | |
| 5100.2 Credit Card Processing Fees | \$ | 6,321.25 | |
| 5100.3 Credit Card Service Charges | \$ | 505.70 | |
| 5110 Bank Fees | \$ | 500.00 | |
| <i>5120 Marketing and Advertising - SSA Expense</i> | \$ | 30,000.00 | |
| 5120.1 Digital Kiosks | \$ | 5,000.00 | |
| 5130 Public Relations | \$ | 14,000.00 | |
| | | | \$ 49,000.00 |
| <i>5150 Professional Fees</i> | | | |
| 5150.1 Accounting | \$ | 9,000.00 | |
| 5150.2 Legal | \$ | 1,000.00 | |
| 5150.3 Bookkeeping | \$ | 6,180.00 | |
| <i>5200 Meals & Entertainment</i> | | | |
| 5200.1 Board and Committee Meetings | \$ | 300.00 | |
| 5200.2 Networking Meetings and Events | \$ | 1,500.00 | |
| 5200.3 Team Meetings | \$ | 1,500.00 | |
| <i>Miscellaneous</i> | | | |
| 5060 Community Initiatives | \$ | - | |
| 5160 Insurance | \$ | 9,000.00 | |
| 5170 Parking | \$ | - | |
| 5190 Travel | \$ | 300.00 | |
| 5260 Bad Debts | \$ | 340.00 | |
| 5270 Penalties | \$ | - | |
| 5280 Depreciation Expense | \$ | - | |
| 5320 Interest Expense | \$ | - | |
| 5900 Professional Development | \$ | - | |
| Miscellaneous | \$ | - | |
| Total Expenses | \$ | 619,218.27 | \$ 342,630.00 |
| Net Income/Loss | \$ | (1,014.07) | |
| Contingency Reserve | \$ | - | |
| Net w/ Reserve Allocation | \$ | (1,014.07) | |
| 6000 Reimbursable Income | \$ | - | |
| 6010 Reimbursable Expense | \$ | - | |

Planned Events and Promotions for 2026

Cocoa + Coffee Crawl
Restaurant Week
DWA Annual Meeting/Q1 Member Mixer
Collab, Connect, & Coffee
Valentine's Day
Winter Wine + Cheese Walk
We Are Women
Spring Scavenger Hunt
Margarita & Sangria Festival
Murder Mystery (x2)
Character Trail
Q2 Member Mixer
Spritz Stroll
Touch-A-Truck (spring)
Hale Street Tents
Downtown Wheaton Summer Music Series (x50)
Mac Fest
Family Fun Tent (x6)
Pride Month
Movies Under the Stars (x3)
Murals, Mocktails, & Music
Q3 Member Mixer
Downtown Wheaton Day
Summer Sidewalk Sales
Back 2 School Scavenger Hunt
Summer Wine Walk
Corn Roast
Wellness Walk
iSpy Scavenger Hunt
CRC Coat Drive
Chili Cookoff
Q4 Member Mixer
Touch-A-Truck (fall)
Trick-or-Treating
Small Business Spotlights/Shop Local
Nights of Lights in Adams Park
Christmas Parade
Christmas Tree Walk
Tree Lighting Ceremony/Christmas Tree/Décor
Letters to Santa
Santa and Mrs. Claus at the "W" Tent (x3)
Horse-Drawn Carriage Rides

Total Events and Promotions: 102

Expense Total: \$189,513

Subject to change.

\\List of Events & Promotions