

RESOLUTION R- 06 -11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE DOWNTOWN WHEATON ASSOCIATION FOR MANAGEMENT, MAINTENANCE
AND PROMOTION OF SPECIAL SERVICE AREA #6

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

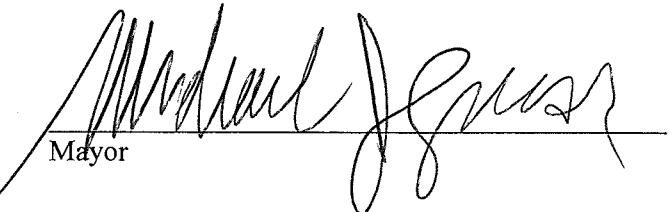
WHEREAS, the subject matter of this Resolution pertains to the government and affairs of the City and its residents; and

WHEREAS, the subject matter of this Resolution pertains specially to the disposition of funds collected in the final year of Special Service Area #6; 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 provide management, maintenance and promotion services for Special Service Area #6.

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 February 22, 2011, for management, maintenance and promotion services for Special Service Area #6.

ADOPTED this 22nd day of February, 2011.



Mayor

ATTEST:



Shaun Bennett-Fagan
City Clerk

Roll Call Vote

Ayes: Councilman Scalzo
Councilwoman Corry
Councilman Levine
Councilman Mouhelis
Mayor Gresk
Councilman Prendiville

Nays: None

Absent: Councilman Suess

Motion Carried Unanimously

IMPLEMENTING AGREEMENT

This Agreement is made this 22nd day of February, 2011, 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 129 W. Front Street, Wheaton, Illinois (hereinafter the "Corporation").

- A. The City is a municipal corporation organized and existing under the laws of the State of Illinois;
- B. The City established Special Service Area Number Six (SSA #6) pursuant to Ordinance No. F-0960 dated November 1, 2004 adopted by the City Council of the City of Wheaton, DuPage County, Illinois entitled an "*Ordinance Establishing City of Wheaton Special Service Area Number Six*" (the "SSA #6 Ordinance"). A map of said area is attached hereto as Exhibit A.
- C. The City by Ordinance dated November 1, 2004, imposed an *ad valorem* tax not to exceed ninety-five hundredths of one percent (0.95%) of the assessed value of real property located in SSA #6 in anticipation and for the purpose of providing management, maintenance, and promotional services in the district.
- D. The Corporation is an Illinois Not-for-Profit corporation whose membership consists of owners and commercial tenants of property in SSA #6.
- E. The City and the Corporation desire to enter into this Agreement whereby the Corporation will assume non exclusive responsibility for managing, promoting and maintaining the retail environment of the property contained within SSA #6 and the City will agree to contribute SSA #6 funds to the Corporation in the amounts and for the purposes hereafter set forth.

NOW, THEREFORE, intending to be legally bound, and in consideration of the premises and other promises and covenants between the City and the Corporation as hereinafter set forth, the parties hereto agree as follows:

1. Services: The City recognizes the Corporation as the entity that will provide management, maintenance and promotional services to the SSA #6 area. 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 Corporate Authorities of the City, are attached hereto and incorporated herein as fully set forth as Exhibit 1.

2. Scope of Services: The services to be performed by the City and the Corporation shall include the following:

a. The City -- The City shall provide, at no costs other than those included in general or special taxes or as may be presently invoiced to the recipients of such services, such municipal services as are commonly provided from time to time to other commercial areas 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 proper management, promotion and maintenance of SSA #6. Said services shall include maintenance activities as authorized by the City, as well as and business recruitment and retention activities. The services shall be fully consistent with the Budget approved in Paragraph 8 of this Agreement.

3. The City's Contribution: For the purpose of permitting the Corporation to provide the services described herein, the City shall provide to the Corporation the taxes collected in the SSA #6 fund.

4. Fiscal Year: The Corporation shall operate on a fiscal year beginning the first of May.

5. Books and Records: The Corporation shall for the purpose of verifying the use of the above described funds, provide the City with a financial report prepared by a certified public

accountant no later than one-hundred twenty (120) days after the close of the Corporation's fiscal year, which report shall include at least a balance sheet and a statement of operations for the Corporation's 2011-2012 fiscal year. A summary of activities or accomplishments aimed at providing management, maintenance and promotion in the district shall be included. The City shall have the right to inspect the books and records of the Corporation at any reasonable time.

6. City Representative: The City shall appoint or designate to the Corporation an individual to represent the City on the Corporation's Board of Directors pursuant to the Corporation's By-Laws.

7. State of Cooperation: The City agrees, where possible, to cooperate with the Corporation in achieving its corporate purpose and, further, where possible to cooperate with the Corporation in the implementation of promotional events.

8. Approval of Budget: The City hereby approves the Corporation's budget dated December 2010 attached hereto and incorporated herein as fully set forth as Exhibit 2.

9. Termination of Agreement: This Agreement shall terminate on the earliest of the following: (a) April 30, 2012; (b) the voluntary or involuntary dissolution of the Corporation; or (c) if the Corporation breaches paragraph 1 or 2 b of this Agreement .

10. Distribution of Assets: Upon dissolution, or the end term of the termination date of this Agreement any portion of the SSA #6 *ad valorem* taxes not expended by the corporation shall be returned to the City to be used for purposes set forth in the SSA #6 Ordinance.

11. Dissolution Meeting: In the event of the dissolution of the Corporation pursuant to Article IX 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.

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

ATTEST:

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

Shawn Barrett

By: Michael Jones

ATTEST:

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

By: Deva B. Bradford

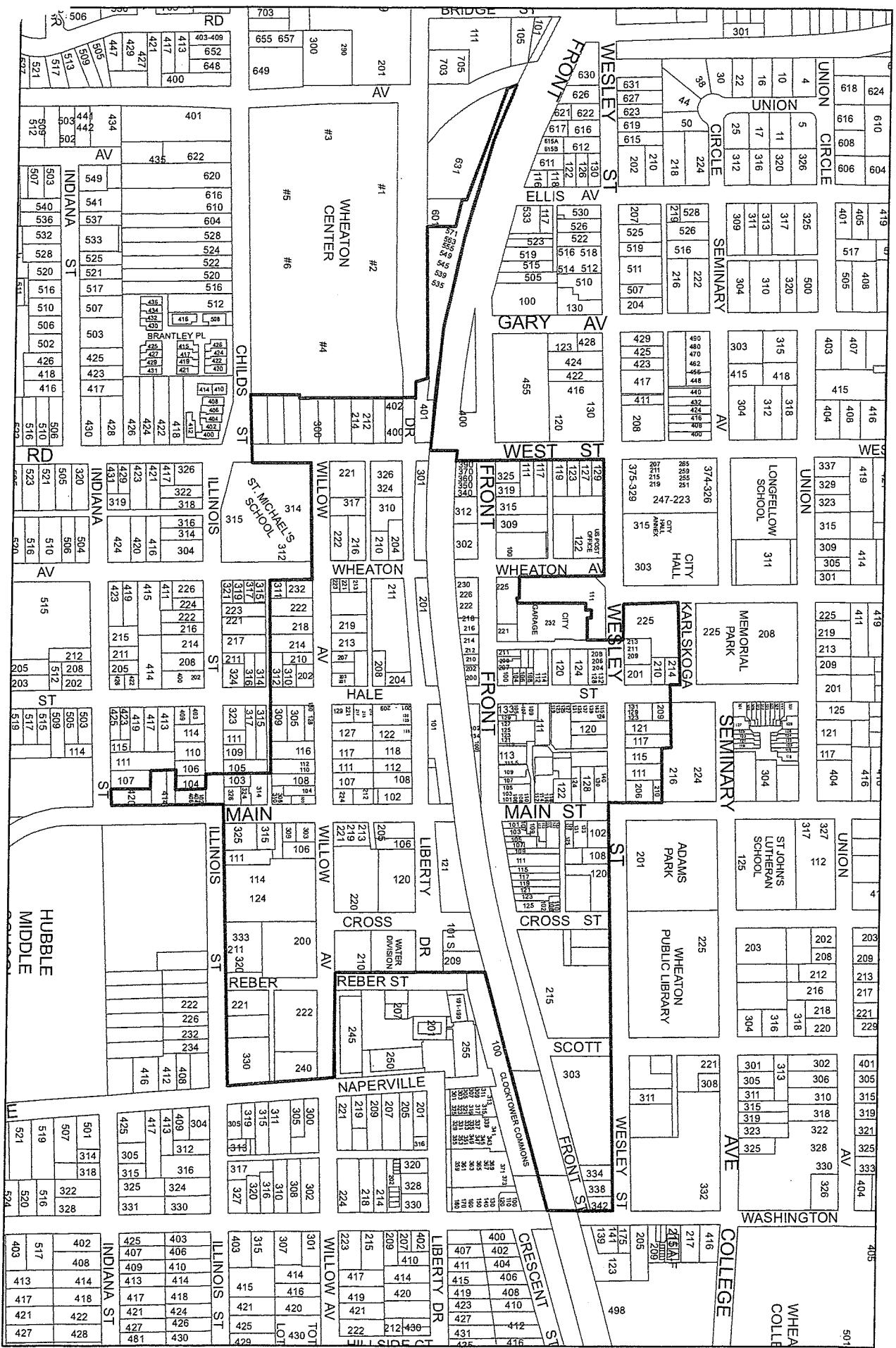


Exhibit 'A'

Exhibit 1

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 #5. 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 #5, 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 #5 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 #5, nor operate a business with an address in Special Service Area #5, and who purchase a listing in the Membership Directory.

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 and serve on its board.

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, 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 nine (9):

- **Two (2) 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 two (2) 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.

At the first meeting of the Board of Directors following the first meeting of the members, all elected Directors shall draw straws to determine the length of their initial term as Directors. One of the Directors elected by each entity shall serve a term of one year, two of the Directors shall have an initial term on two years, and one of the Directors elected by each entity shall serve a term of three years. The Immediate Past President shall serve a one-year term as a voting member of the Board of Directors.

There shall be two (2) Ex-Oficio, non-voting members of the Board of Directors. One such member shall be the Manager of the Downtown Wheaton Association, Inc. The second shall be the City Manager of the City of Wheaton, or his designated representative.

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 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 may purchase and maintain insurance providing this indemnity.

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.

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

Section IX. EXECUTIVE COMMITTEE. The Executive Committee of the Board of Directors shall be composed of the President, one or more Vice President, Treasurer, Secretary, and such other members said Executive Committee should from time to time include. The Immediate Past President shall serve on the Executive Committee as a voting member.

Article VI Committees

Section I. COMMITTEE ORGANIZATION. Committees shall be formed by resolution of the Board of Directors. The Board shall approve committee membership. One member of each committee shall be appointed Committee Chairman at the determination of the Board of Directors. In the event of dissolution of the Downtown Business Association of Wheaton, Inc., the Downtown Wheaton Association, Inc. Board of Directors will adopt all existing committees, including their chairpersons, committee members, action plans, and goals. The Downtown Wheaton Association, Inc. Board of

Directors will also adopt the office staff hired by the Downtown Business Association of Wheaton, Inc.

Section II. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the association or until his 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 the members present at a meeting at which a quorum is present shall be the act of the committee.

Section V. RULES. Each committee may adopt rules for its own government 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 vote of the Board of Directors. Notification of any meeting at which the by-laws are to be amended must be made in writing at least ten days prior to the meeting.

Article VIII.

Section I. DISSOLUTION AND WITHDRAWAL. The Corporation will be dissolved on the sixth (6th) anniversary of its date of incorporation. However, in the event that the Special Service Area is continued, the Corporation shall be extended for a like term.

Upon dissolution, the legally available assets of the Corporation will be distributed to the members in the same proportion as their contributions. Contributions received from the City (if any should remain) will revert back to the City.

**2011-2012
Downtown Wheaton Association
Budget Proposal**

December 2010

Introduction and Summary

In accordance to the implementing agreement the Downtown Wheaton Association (DWA) has with the City of Wheaton, the DWA must submit an annual proposed budget for the following fiscal year to the City of Wheaton. The City's review of this budget is limited to a "determination that such contributions will be expended only on matters reasonably related to the public purposes set forth in [the implementing agreement] and by the SSA #6 Ordinance". The DWA is seeking an extension of the aforementioned implementing agreement, which expires on May 17, 2011, to extend through the 2011-2012 fiscal year. The DWA is also looking towards the implementation and approval of a new SSA after the expiration of SSA #6.

This proposal reflects suggestions made by the DWA Board of Directors and DWA Committees over the past year, and includes current and/or proposed events in the Central Business District. The DWA Proposed 2011-2012 Budget is divided into two parts. **Part I** includes the DWA's expected budget, including government support from the SSA as is anticipated from the current tax levies imposed by the City of Wheaton. **Part II** includes contingent line items displaying additional services the DWA could provide pending additional funding. These funds are based on any additional funding the DWA may or may not receive from a reallocation of TIF funds from the City of Wheaton to the DWA **[Appendix A]**.

Changes to the 2011-2012 Budget

PART I:

- Increase budget for Organizational Committee to allow for quarterly seminars for DWA membership. Increased funds would also be used for board development.
- Reallocate monies within the Marketing Committee budget to include "Professional PR Fees", and add "Sponsorships" as a marketing line item to show the DWA's sponsorship of the Taste of Wheaton.
- Continued concentration on marketing efforts to build awareness of the DWA within the City of Wheaton, its residents, and surrounding communities.
- Focus on downtown economic development.
- Use existing special events to generate revenue.

PART II¹:

- Part II of the DWA 2011-2012 Budget is contingent on additional TIF funding from the City of Wheaton and

¹Contingent on additional TIF funding from the City of Wheaton.

includes an increase in the DWA budget for the following:

- *Downtown Economic Development* This involves the DWA actively recruiting and retaining businesses and may include the following:
 - Hiring an experienced, outside "retail consultant" to actively seek out new businesses.
 - Taking over the current retail and façade grant programs from the City of Wheaton—DWA staff will become point person to business and property owners throughout the grant application process. The grants will continue to be funded through the TIF.
 - Changes to the DWA website to include an "Economic Development Corner", where information concerning grants, permits, available properties, demographics, etc is located.
 - Seminars for real estate agents and developers, promoting the downtown developments and current available properties.
- *Downtown Enhancements and Beautification* This involves the DWA taking on some of the downtown enhancement projects the City currently controls, such as, but not limited to, the following:
 - Downtown signage
 - Streetscaping
 - Front Street resealing²

How to Use this Report

- Suggestions for the FY2011-2012 budget are listed throughout this report.
- Explanation of additional funding for the DWA FY2011-2012 from the City of Wheaton through the TIF fund is provided in **APPENDIX A**.
- A listing of DWA's special events are available by using **APPENDIX B**.
- You may compare the proposed FY2011-2012 budget against our current (FY2010-2011) budget by using **APPENDIX C**.

²This is specific to the resealing of Front Street, between the blocks of Hale St. and Main St., and would need to be budgeted for three years prior to any work being done.

Government Support—Special Service Area #6

The total amount levied from the SSA #6 for the remainder of the ordinance will be approximately \$230,000. The SSA #6 expires in 2011.

Corporate Support

Annual contributions from two residential developments in Downtown Wheaton are included; Wesley Square and Wheaton Place.

Membership Dues

The DWA offers three types of memberships:

1. **Business membership** (offered to businesses within the SSA) \$125.00/year
2. **Property owner membership** (property owners within the SSA are not required to pay the membership fee), and
3. **Associate owner membership** (offered to businesses located outside of the SSA, with a vested interest in the downtown) \$150.00/year

The paid membership for the 2010-2011 year was 55 business members. The cost of membership for FY 2010-2011 was \$93.75, which included a free 3-month trial period for all businesses. The purpose of this initiative was to increase awareness of the DWA and promote the value our organization offers to businesses. Property owners are automatically members and are not required to pay the annual membership fee. Membership dues for FY 2011-2012 are \$125.00 for Business Memberships, and \$150.00 for Associate Memberships.

Programming Fees

Admission Fees

Admission Fees include income gained through event ticket sales. The DWA charges entry fees for the Chili Cook-Off. The DWA anticipates an income of \$3,000.00 in Chili Cook-Off tickets for FY2011-2012.

Event Sponsorships

All projected sponsorship income is based on 2010-2011 sponsorships.

Downtown Wheaton Gift Certificates

Sales are projected to be \$4,000 based on increased efforts to promote the DWA Gift Certificate program through online advertising and the DWA website.

Other Income

“Other Income” is attributable to t-shirt sales and Christmas ornament sales.

Organization

Organizational Committee

The tasks undertaken by the Organizational Committee are broken down and addressed using the following initiatives:

- Fundraising - Work with DWA staff on identifying fundraising opportunities
- Steer membership drive each year
- Various administrative issues
- Address Board development issues
- Motivate Board involvement in DWA activities

A Board of Directors retreat is essential to fine-tune the goals of the organization. In 2010, the Annual Board Retreat took place over the course of two consecutive Fridays in October, for four hours each Friday. The facilitator was Melissa Flynn, of McLennan Partners, Inc. McLennan Partners was contracted in 2010 to conduct a series of focus groups for the Downtown Wheaton Association and assist in the strategic planning of the organization moving forward.

It is essential that the DWA market the benefits of membership to Downtown businesses. Staff proposes the continuation of a membership brochure to assist the Board in their efforts as ambassadors of the organization. The Organizational Development Committee will also work throughout 2011-2012 to bring quarterly seminars for business and property owners, to provide continuing education on a variety of topics from utilizing social networking to effective methods to lease your property fast.

Marketing/Promotions

The continuation of the established image awareness marketing campaigns is vital to the DWA and downtown businesses and should be the focal point of the 2011-2012 marketing agenda. This is accomplished not only through web and print advertising, but also through the hiring of a PR firm to become an advocate for the DWA, and allow for more communication between the DWA and the public. Monies have been reallocated from the advertising budget to account for PR assistance in 2011-2012.

Each year, funds are allocated for the printing of the 2011 Shopping & Dining Guide, which includes information on Downtown Wheaton businesses, and a map

of downtown Wheaton. Approximately 12,000 Guides will be printed this year. This consumer-friendly publication is essential to marketing the downtown.

While advertising benefits the downtown through image recognition, DWA events serve as one of the most important services the DWA provides the business and property owners. By engaging the public to visit downtown Wheaton, businesses profit through sales and increased recognition, and the community prospers in the knowledge that Wheaton is an active city that fosters community. The special events schedule will remain the same as the 2010-2011 season [**see APPENDIX B**]. Contingent on additional TIF funding from the City of Wheaton, the Downtown Wheaton Association will budget to resurrect the Wheaton Fine Art Fair. The DWA continues to align special events with the needs of the Downtown business community.

The DWA's website needs to be maximized to reach its full potential. It is an essential tool that addresses all of our marketing concerns; special events, businesses, new business recruitment, potential investors, etc. The use of social networking sites such as Facebook and Twitter are also being used to drive users to the DWA website. The success of our website can be gauged by simply "googling" downtown Wheaton, as the DWA website comes up first in the search engine, listed first before any other web link.

The DWA continues to utilize the highly successful *Shoppers' Club Newsletter*, a monthly newsletter that is sent to over 1300 members. Downtown businesses have seen great success with the *Shoppers' Club*, and the DWA will continue to utilize this resource to drive foot traffic to the downtown. A major concentration moving forward is increasing Shoppers' Club members. Increased membership is accomplished through social media, promotions at DWA sponsored events, and monthly incentive programs.

Staff will continue with public relations duties such as issuing out press releases for new business openings, downtown businesses special events, and general Downtown Wheaton events will be conducted by the Downtown Manager.

Economic Restructuring

The Economic Restructuring Committee (ERC) should again focus on business retention, recruitment and property issues.

Communication with the Director of Economic Development and Planning for the City of Wheaton and the Wheaton real estate community has fostered useful relationships and yielded tremendous additions to our Downtown. This communication must continue as the committee works towards creating a formal Economic Development Plan for the City of Wheaton in conjunction with the City of Wheaton and the Wheaton Chamber of Commerce, as well as in the preparations for a Business Resource Guide. The Business Resource Guide will include information for current and prospective business and property owners, with information concerning demographics, events, available grants, permits, contact information, etc.

This not only builds awareness of Downtown businesses, but also advertises the availability of Downtown Wheaton properties, incentive programs, and special events.

The ERC will earmark a portion of the advertising budget towards business retention and highlight the diversity of downtown Wheaton through advertising. This will be done through the DWA website, which will be updated to include an "Economic Development Corner" where updated property and business listings will be available, as well as information on available grants.

[APPENDIX A]

In May of 2010, suggestions from the City of Wheaton were made to the DWA in regards to adding budget items for the resealing of Front Street (on the block between Hale Street and Main Street), as well as implementing a more proactive business attraction program (e.g., hiring a retail consultant). The DWA created the FY2011-2012 budget accordingly, broken down into two parts. Part II reflects added budget items to satisfy the City's requests contingent on additional TIF funding in the amount of \$60,000.

Additional funding would provide for the following:

1. CONTINGENT LINE ITEM 5392—Fine Art Fair Sponsorship
2. CONTINGENT LINE ITEM 5710—Downtown Economic Development
(As explained on pg 2-3 of this report)
3. CONTINGENT LINE ITEM 8000—Downtown Enhancements
 - a. CONTINGENT LINE ITEM 8100—
Streetscaping/Beautification
 - b. CONTINGENT LINE ITEM 8200—Front Street Resealing

[APPENDIX B]

2011-2012 DWA Special Events

Celebrate Spring, Celebrate Easter
Vintage Rides
Taste of Wheaton Sponsorship
Downtown Sidewalk Sale
Pretty In Pink
Downtown Trick-or-Treat
3rd Annual Chili Cook-Off
Dickens of a Christmas
 Lighted Holiday Parade
 Visits With Santa
 Carriage Rides
 I Spy DWA Santa
Holiday Open House

[APPENDIX C]

2:36 PM
12/21/10
Accrual Basis

Downtown Wheaton Association Profit & Loss Budget Overview May 2010 through April 2011

May '10 - Apr 11

Ordinary Income/Expense

Income

4000 · Income

4100 · Government Support	225,000.00
4200 · Corporate Support (Wesley/Whe)	6,600.00
4600 · Membership Dues	6,000.00
4700 · Programming Fees	
4710 · Admission Fees	1,500.00
4730 · Sponsorships	11,500.00
Total 4700 · Programming Fees	13,000.00

4800 · Other Income

4810 · Gift Certificate Sales	4,000.00
Total 4800 · Other Income	4,000.00

4990 · Interest Income

Total 4000 · Income	255,600.00
---------------------	------------

Total Income

255,600.00

Expense

5000 · Committee Expenses

5100 · Organizational Committee

5110 · Awards	600.00
5120 · Printing	650.00
5165 · Meals, Meetings, & Ann Brkfast	2,000.00
5181 · Advertising Expense	300.00
5195 · Board Development	1,000.00
5197 · Board Retreat	2,000.00
5198 · Shirts	560.00
Total 5100 · Organizational Committee	7,110.00

5300 · Marketing Committee

5315 · Photography	500.00
5320 · Printing	17,102.00
5380 · Graphic Design	4,500.00
5381 · Advertising Expense	63,125.00
5385 · E-Shopper Program	8,316.00
5395 · Other Mkt Committee Expense	1,000.00
Total 5300 · Marketing Committee	94,543.00

5400 · Events Committee

5410 · Awards	250.00
5425 · Supplies	770.00

[APPENDIX C]

2:36 PM
12/21/10
Accrual Basis

Downtown Wheaton Association
Profit & Loss Budget Overview
May 2010 through April 2011

	<u>May '10 - Apr 11</u>
5430 · Postage & Freight	50.00
5435 · Equipment Rental	14,500.00
5495 · Other Events Committee Expenses	<u>2,225.00</u>
Total 5400 · Events Committee	17,795.00
5700 · Econ Reconstructure Committee	
5720 · Printing	1,200.00
5730 · Postage & Freight	500.00
5765 · Meals & Entertainment	900.00
5795 · Other Econ Committee Expenses	<u>1,000.00</u>
Total 5700 · Econ Reconstructure Committee	<u>3,600.00</u>
Total 5000 · Committee Expenses	123,048.00
6000 · Operating Expenses	
6400 · Office Expenses	
6420 · Equipment Rental	3,500.00
6425 · Bank & CC Processing Fees	1,200.00
6430 · Dues & Subscriptions	75.00
6440 · Gift Certificate Redemption	2,000.00
6450 · Professional Fees	
6451 · Accounting	3,000.00
6452 · Legal	2,000.00
6453 · IT Consulting	1,500.00
6454 · Website Maintenance	<u>2,484.00</u>
Total 6450 · Professional Fees	<u>8,984.00</u>
6480 · Insurance	2,076.00
6520 · Telephone & Internet	2,000.00
6525 · Office Supplies	5,000.00
6530 · Computer Equipment	1,000.00
6560 · Travel	100.00
6565 · Meals & Entertainment	<u>100.00</u>
Total 6400 · Office Expenses	<u>26,035.00</u>
6800 · Occupancy	
6811 · Rent	11,400.00
6815 · Utilities	4,000.00
6820 · Repairs & Maintenance	1,100.00
6850 · Property & Casualty Insurance	<u>981.00</u>
Total 6800 · Occupancy	<u>17,481.00</u>
Total 6000 · Operating Expenses	43,516.00

2:36 PM
12/21/10
Accrual Basis

[APPENDIX C]

Downtown Wheaton Association Profit & Loss Budget Overview May 2010 through April 2011

May '10 - Apr 11

7000 · Payroll Expenses	
7110 · Wages & Salaries	
7111 · Salaries - Exec	47,004.00
7112 · Salaries - Non Exec	22,224.00
7117 · Vacation Wages	3,800.00
Total 7110 · Wages & Salaries	<u>73,028.00</u>
7130 · Payroll Taxes	
7131 · FICA	5,300.00
7132 · Fed Unemployment	56.00
7133 · IL Unemployment	645.00
Total 7130 · Payroll Taxes	<u>6,001.00</u>
7150 · Employee Benefits	
7151 · 401k Matching	1,800.00
7152 · Health Insurance	3,200.00
7160 · Employee Development	1,500.00
Total 7150 · Employee Benefits	<u>6,500.00</u>
7190 · Payroll Processing Fees	<u>2,000.00</u>
Total 7000 · Payroll Expenses	<u>87,529.00</u>
Total Expense	<u>254,093.00</u>
Net Ordinary Income	<u>1,507.00</u>
Net Income	<u>1,507.00</u>

3:51 PM
12/30/10
Accrual Basis

**Downtown Wheaton Association
Profit & Loss Budget Overview**
May 2011 through April 2012

May '11 - Apr 12

Ordinary Income/Expense

Income

4000 · Income

4100 · Government Support	230,000.00
4200 · Corporate Support (Wesley/Whea)	6,600.00
4600 · Membership Dues	6,000.00
4700 · Programming Fees	
4710 · Admission Fees	3,000.00
4730 · Sponsorships	11,500.00
Total 4700 · Programming Fees	14,500.00
4800 · Other Income	
4810 · Gift Certificate Sales	4,000.00
4800 · Other Income - Other	1,000.00
Total 4800 · Other Income	5,000.00
4990 · Interest Income	1,440.00
Total 4000 · Income	263,540.00

Total Income 263,540.00

Expense

5000 · Committee Expenses

5100 · Organizational Committee

5110 · Awards	600.00
5120 · Printing	650.00
5140 · Seminars	1,500.00
5165 · Meals, Meetings, & Ann Brkfast	2,000.00
5181 · Advertising Expense	300.00
5195 · Board Development	1,500.00
5197 · Board Retreat	1,500.00
5198 · Shirts	560.00
Total 5100 · Organizational Committee	8,610.00

5300 · Marketing Committee

5315 · Photography	500.00
5320 · Printing	14,600.00
5330 · Postage & Freight	1,800.00
5370 · Professional PR Fees	20,000.00
5371 · Newsletter	2,400.00
5380 · Graphic Design	4,500.00
5381 · Advertising Expense	23,500.00
5385 · E-Shopper Program	11,441.00
5390 · Promotional Giveaways	2,000.00

3:51 PM
12/30/10
Accrual Basis

**Downtown Wheaton Association
Profit & Loss Budget Overview
May 2011 through April 2012**

	May '11 - Apr 12
5391 · Sponsorships	10,000.00
5395 · Other Mkt Committee Expense	1,000.00
Total 5300 · Marketing Committee	91,741.00
5400 · Events Committee	
5410 · Awards	250.00
5425 · Supplies	1,770.00
5435 · Equipment Rental	14,500.00
5495 · Other Events Committee Expenses	1,225.00
Total 5400 · Events Committee	17,745.00
5700 · Econ Reconstructre Committee	
5720 · Printing	1,200.00
5730 · Postage & Freight	500.00
5765 · Meals & Entertainment	900.00
5795 · Other Econ Committee Expenses	1,000.00
Total 5700 · Econ Reconstructre Committee	3,600.00
Total 5000 · Committee Expenses	121,696.00
6000 · Operating Expenses	
6400 · Office Expenses	
6420 · Equipment Rental	3,500.00
6425 · Bank & CC Processing Fees	1,200.00
6430 · Dues & Subscriptions	75.00
6440 · Gift Certificate Redemption	2,000.00
6450 · Professional Fees	
6451 · Accounting	3,000.00
6452 · Legal	2,000.00
6453 · IT Consulting	1,500.00
6454 · Website Maintenance	2,484.00
Total 6450 · Professional Fees	8,984.00
6470 · Outside Services	2,500.00
6480 · Insurance	1,484.33
6485 · Licenses & Permits	500.00
6520 · Telephone & Internet	2,000.00
6525 · Office Supplies	4,500.00
6530 · Computer Equipment	1,000.00
6560 · Travel	100.00
6565 · Meals & Entertainment	100.00
Total 6400 · Office Expenses	27,943.33
6800 · Occupancy	

3:51 PM
12/30/10
Accrual Basis

**Downtown Wheaton Association
Profit & Loss Budget Overview
May 2011 through April 2012**

	<u>May '11 - Apr 12</u>
6811 · Rent	12,000.00
6815 · Utilities	4,000.00
6820 · Repairs & Maintenance	1,400.00
6850 · Property & Casualty Insurance	981.00
Total 6800 · Occupancy	18,381.00
Total 6000 · Operating Expenses	46,324.33
7000 · Payroll Expenses	
7110 · Wages & Salaries	
7111 · Salaries - Exec	47,004.00
7112 · Salaries - Non Exec	22,224.00
7117 · Vacation Wages	3,800.00
Total 7110 · Wages & Salaries	73,028.00
7130 · Payroll Taxes	
7131 · FICA	5,300.00
7132 · Fed Unemployment	56.00
7133 · IL Unemployment	645.00
Total 7130 · Payroll Taxes	6,001.00
7150 · Employee Benefits	
7151 · 401k Matching	1,800.00
7152 · Health Insurance	3,200.00
7160 · Employee Development	1,500.00
Total 7150 · Employee Benefits	6,500.00
7190 · Payroll Processing Fees	2,000.00
Total 7000 · Payroll Expenses	87,529.00
Total Expense	255,549.33
Net Ordinary Income	7,990.67
Net Income	7,990.67

Ex. 2



129 W. Front Street
Wheaton, Illinois 60187
(630) 682-0633 Office
(630) 682-0762 Fax
www.DowntownWheaton.com

January 11, 2011

Mr. Don Rose
303 W. Wesley
Wheaton, IL 60187

RE: Implementing Agreement extension between the City of Wheaton and the Downtown Wheaton Association (DWA) for the continued management, maintenance, and promotion of services to Special Service Area #6 (SSA#6)

Dear Mr. Rose,

As you know, the Downtown Wheaton Association's (DWA) Mission is to maximize business opportunities and foster pride in historic downtown Wheaton. The Vision of the DWA is to provide leadership and promote prosperity through economic growth, marketing, and community events. This Mission and Vision of the DWA for its membership has traditionally been executed in conjunction with the City of Wheaton via an Implementing Agreement between the two organizations.

On May 17th, 2011, the Implementing Agreement between the City of Wheaton and the DWA expires. This agreement establishes that the City will provide the DWA with the taxes collected each year in the SSA #6 fund. The DWA formally asks for an extension of this agreement through December 31 (last day of possible SSA renewal), which will provide the DWA to receive funds through the period of the established "Intergovernmental Agreement", which outlines the ordinance establishing the City of Wheaton Special Service Area #6. FY2011-2012 is the final year for SSA#6, and in order for the DWA to receive funding after May 2012, a new Special Service Area will need to be established. This letter is asking only that the DWA receive the last year of funds per the "Intergovernmental Agreement" passed on November 1st, 2004.

Pursuant to the extension of this Implementing Agreement, the DWA will continue to manage, maintain, and promote the services for the remainder of the established SSA #6. Please review the attached pages for information on DWA FY2011-2012, including the DWA mission, upcoming events, and ongoing partnerships. Also attached is the current Implementing Agreement, dated February 7, 2005.

If you have any questions, or need any more information, please don't hesitate to contact me.

Best Regards,

A handwritten signature in black ink that reads "Derek R. Bromstead".

Derek Bromstead
President
Downtown Wheaton Association

Downtown Wheaton Association 2011-2012

MISSION:

The Downtown Wheaton Association's (DWA) Mission is to maximize business opportunities and foster pride in historic downtown Wheaton. The vision of the DWA is to provide leadership and promote prosperity through economic growth, marketing, and community events.

EVENTS:

Each year the DWA provides, supports, and promotes the following events, among others, annually:

2011 DWA Events

Celebrate Spring, Celebrate Easter
Friday Night Vintage Rides
Downtown Sidewalk Sale
Pretty In Pink: Annual Breast Cancer Fundraiser
Downtown Trick-or-Treat
Chili Cook-Off
Dickens of a Christmas
Holiday Parade
Carriage Rides
Visits With Santa
I Spy Santa
Holiday Open House

Additionally, the DWA provides sponsorships for events, such as:

Taste of Wheaton
Fine Art Fair

The DWA takes great pride in each of these events with the understanding that each brings thousands of people to our historic downtown. Property owners, business owners, and residents look forward to our events as a way to increase business opportunities and maximize exposure of the Central Business District.

PARTNERSHIPS:

The DWA continually works with other organizations to attract and retain businesses in the Central Business District, and to create effective promotional tools such as the DWA website, the monthly Shoppers' Club newsletter, retail and façade grants, uniform signage, and outreach marketing for property owners to use to help fill empty storefronts and office space. The DWA has partnered with the Wheaton Park District and the Wheaton Chamber of Commerce on events such as the Taste of Wheaton and Pretty In Pink. The DWA is also currently working in conjunction with the Chamber and the City of Wheaton to create a new strategic economic and development plan for Wheaton, including best practices in the recruitment and retention of businesses.