

AMENDED AGREEMENT
BY AND BETWEEN
WHEELING PARK DISTRICT AND
WHEELING HISTORICAL SOCIETY

THIS AGREEMENT made this 16 day of July, 1981
in amendment of the October 7, 1976 agreement, by and between WHEELING PARK
DISTRICT, Cook and Lake Counties, Illinois, (referred to herein as "Park
District"), an Illinois unit of local government, and WHEELING HISTORICAL
SOCIETY, Cook County, Illinois, (referred to herein as "Society"), an
Illinois not-for-profit corporation.

WITNESSETH:

WHEREAS, Society has determined that it is in the best interests
of the residents of the Wheeling area to preserve those historical artifacts
which it owns or will acquire and which would be of lasting benefit to the
residents of the Wheeling Area; and

WHEREAS, Park District has determined that it is in the best interests
of the residents of the Wheeling Park District that certain premises located
within the boundaries of the Park District be designated and operated as museums
pursuant to the authority conferred by Section 8-3 and 326 of the Park District
Code; and

WHEREAS, under and by virtue of Section 10 of Article VII of the
Illinois Constitution of 1970, local government units within the State of Illinois
are authorized to enter into Interlocal Agreements providing, among other things,
for the exercise, combination or transfer of any power or function in any manner
not prohibited by law or ordinance, and for the use of their credit, revenues,
and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Park District desires to provide for the payment annually
from the Historical Fund tax revenues of the Park District the cost of improving
and maintaining the historical properties, including but not limited to, the cost
of all repairs, utilities, services, insurance on artifacts and structures (including
contents), and custodial services.

NOW THEREFORE, in consideration of the mutual covenants and agreements
hereinafter set forth, the parties hereto do agree as follows:

Section 1: Park District agrees:

- (a) That it will acquire and maintain park district

buildings and facilities of historical significance for use by the general public.

(b) That it will appropriate and levy needed funds for the operation, maintenance and improvement of sites which have been designated as museums.

(c) That it may, with Society approval, retain a staff person whose duties would be mutually agreed upon by the parties.

(d) That it shall during the annual budget deliberations, consider the input of the Society in the allocation of financial resources derived from the Historical Fund tax levy pursuant to Section 2(b) of this Agreement.

Section 2: Society Agrees:

(a) That it will continue to raise funds to assist in the payment of expenses of the Society and adopt an annual budget to be approved by the Society membership.

(b) That it will submit not later than November 30th of each year, to the Park District's Superintendent of Parks and Recreation, a proposed Park District Historical Fund budget for the Fiscal Year January 1 to December 31. - This proposed budget shall recommend how the Historical Fund tax receipts budgeted to be collected in the Fiscal Year, be allocated. The Society's proposed Park District Historical Fund budget shall include the detailed justifications necessary to support the proposals of the Society.

(c) That it will provide the expertise necessary in determining buildings and historical material to be acquired by Park District and Society.

(d) That upon any dissolution of the Wheeling Historical Society, it will transfer title to its artifacts, assets and other personal property to the nearest museum.

Section 3: It is further agreed that a Liaison Board will be maintained consisting of three Society Members and three Park Commissioners. Liaison Board Members shall be appointed annually by the President of the Society and the Park District and shall serve until their successors have been chosen.

The Liaison Board shall have the authority to choose a Chairperson, Vice-Chairperson and other such officers as appropriate and set times for at the minimum, quarterly meetings to be held in February, May, August and November of each year.

The Liaison Board shall develop and recommend to the Park District Board and the Society membership policies to be adopted pertaining to the implementation of this agreement, which when approved by the Society membership and Park District Board shall be the policies governing the Liaison Board.

Section 4: The terms of this Agreement may be altered or amended by the consent of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same.

ATTEST:

[Signature]
Secretary

ATTEST:

Judy Abruscato
Secretary

WHEELING PARK DISTRICT

By: [Signature]

President

WHEELING HISTORICAL SOCIETY

By: [Signature]

President