

RESOLUTION R-30-08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT FOR HISTORICAL PRESERVATION SERVICES
(WHEATON HISTORIC PRESERVATION COUNCIL)

WHEREAS, the Wheaton Historic Preservation Council (WHPC) is an Illinois Not For Profit Corporation whose general purpose is the preservation and recordation of the history of the City of Wheaton; and

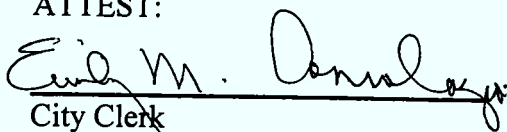
WHEREAS, the WHPC has requested City assistance in funding their operations which relate to preserving the history of the City of Wheaton; and

WHEREAS, the City of Wheaton desires to enter into an agreement with the WHPC for certain historical preservation services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor and City Clerk are authorized to execute, on behalf of the City of Wheaton, an agreement for historical preservation services dated May 19, 2008.

ADOPTED this 19th day of May, 2008.

ATTEST:


City Clerk

Ayes:

Nays:

Absent:


Mayor

Roll Call Vote:

Councilman Prendiville
Councilman Suess
Councilman Johnson
Councilman Levine
Mayor Gresk
Councilman Mouhelis

None

Councilwoman Corry

Motion Carried Unanimously

AGREEMENT FOR HISTORICAL PRESERVATION SERVICES

WHEREAS, the City of Wheaton is an Illinois Home Rule Municipality exercising its authority in conformance with State Laws; and

WHEREAS, the Wheaton Historic Preservation Council (hereinafter "WHPC"), is an Illinois not-for-profit corporation whose general purpose is the preservation and recordation of, the History of the City of Wheaton and the promotion of awareness of the City's history and the appreciation of the City's heritage among the citizens of Wheaton; and

WHEREAS, the Corporate Authorities of the City of Wheaton, in conformance with its home rule powers deemed it reasonable and appropriate to allocate temporary funding to the WHPC, strictly subject to those terms, conditions, and covenants as are set forth herein for the purpose set forth herein; and

WHEREAS, in order to ensure that the funds allocated by the City of Wheaton to the WHPC are used in conformance with this Agreement, the City of Wheaton and the WHPC agree that it will be appropriate and necessary that the WHPC provide periodic scheduled reports of its services and the distribution of City funds in support of those services authorized herein; and

WHEREAS, it is the intent of the City of Wheaton and the WHPC that none of the persons employed by the WHPC with use of funds as provided for in this Agreement shall be considered either employees of, or agents of the City of Wheaton; and

WHEREAS, the City of Wheaton will celebrate it's sesquicentennial in the years 2008 through 2009 and the Corporate Authorities of the City of Wheaton deems the WHPC as an integral component of that celebration; and

WHEREAS, this Agreement is for the fiscal year of May 1, 2008 to April 30, 2009, and shall not be interpreted to constitute any representation by the City of Wheaton or its Corporate Authorities, that the City will provide any future funding beyond that specifically provided for herein.

NOW, THEREFORE, based upon the foregoing recitals, and those other considerations as described herein, which both parties deem adequate consideration to support this Agreement, the City of Wheaton and WHPC agree as follows:

1. **RECITALS:**

The foregoing recitals are incorporated into this Agreement as representing the intent of the parties and substantive of covenants and conditions of this Agreement.

2. OBLIGATIONS OF WHPC:

In order to qualify for the payment of the funds described herein, the Wheaton Historical Preservation Council ("WHPC") shall during the term of this Agreement (1) submit a balanced budget and a copy of the 2008-2009 Fund Raising program (Section 5.2.5) to the City of Wheaton prior to the disbursement of the first payment; (2) employ a sufficient number of employees to perform the services outlined in Section 3 of this Agreement; (3) provide the reports relating to governance and financial matters, required in Section 4 of this Agreement; (4) engage in an active and meaningful program to raise additional financial support for WHPC as provided in Section 4 of this Agreement; and (5) serve as the base organization to support, provide consultation, an account, record keeping and bookkeeping for the City of Wheaton Sesquicentennial Commission (hereinafter CWSC).

3. SESQUICENTENIAL COMMISSION:

The Mayor of the City of Wheaton shall appoint a CWSC Executive Committee, consisting of the numbers of persons specified by the CWSC by-laws, who shall have those responsibilities set forth in its by-laws. The by-laws of the CWSC Executive Committee are attached hereto and incorporated herein as Exhibit A. WHPC shall appoint one member to the CWSC Executive Committee who shall be a voting member of the CWSC Executive Committee and mandatory signator on the CWSC Executive Committee bank account. All interface between WHPC and CWSC shall be through the CWSC Executive Committee. WHPC shall have no duty to work with any subcommittee created by CWSC. All funding and expenditures for the Wheaton Sesquicentennial celebration shall be authorized and controlled by the CWSC Executive Committee only and, other than the bookkeeping services described herein, WHPC shall have no control of or responsibility for said funds. WHPC shall have no duty to audit CWSC funds.

4. WHPC SERVICES:

The services provided by the WHPC may include:

Promoting awareness in the City of Wheaton's History and an appreciation for the City of Wheaton's heritage; and

Preserving and recording the history of the City of Wheaton through means that are appropriate and feasible; and

Maintaining the City of Wheaton archives and recommend to the Wheaton City Council the method of administering such archives; and

Serve as liaison between the City of Wheaton and groups involved in historic preservation; and

Coordinating and providing administrative support for Historic Commission activities for: Preservation Week, Historical Site Markers, Landmark Research, and conferences, seminars and outside historical consultants.

Performing such ancillary activities as may be needed to accomplish the activities described above.

5. REPORTS TO CITY

As a major financial supporter of the WHPC, the reports required under Section 4 are designed to provide the City with the necessary assurances that proper governance rules and procedures are in place, and to make sure that the WHPC is able to successfully accomplish its mission under the leadership of its Board of Directors. These requirements also reflect the City's expectations that the WHPC will earnestly cultivate significant sources of support other than the City.

5.1 GOVERNANCE MATTERS.

5.1.1 An annual report providing the names and terms of all Board members, the names of the officers of the Board, and a roster of all Board committee members. Any change in this information is to be reported to the City on a quarterly basis.

5.1.2. Any changes to the By-Laws are shall be reported to the City, together with a copy of the change, at the time any change is adopted.

5.1.3 The agenda for all Board meetings is to be delivered to the City at least five (5) days in advance of any Board meeting.

5.2 FINANCIAL MATTERS.

5.2.1 Records. WHPC shall maintain proper financial and work records establishing that the funds paid by the City under this Agreement to WHPC and the CWSC Executive Committee are being spent in conformance with the services or descriptions provided in Sections 2 and 3 above. During the term of this Agreement and at the end of the term of this Agreement, the City may request for review, and the WHPC shall provide, within five (5) business days, all documentation maintained by WHPC in furtherance of its obligation under these Sections.

5.2.2. Budgets and Financial Statements. A copy of the Annual Budget shall be provided to the City when it is approved by the Board of Directors. Monthly and annual financial statements shall be provided to the City on or before the 25th day following the end of each month, except the annual financial statements shall be made on or before 120 days after the end of the fiscal year. The monthly financial statement, at a minimum, shall identify revenues and expenditures for the month and provide a comparison of these

revenues and expenditures to the projected (budgeted) revenues and expenditures for the month. If there are significant differences from the budget (projections), explanations need to be provided to the City as to the reasons for the difference, and what plans are in place to deal with any such discrepancies.

5.2.3 Sesquicentennial Commission. Funds received by WHPC from the City of Wheaton for the CWSC shall be deposited in the CWSC bank account. They shall be expended by the CWSC Executive Committee which shall account for them to WHPC with adequate detail to permit the City of Wheaton to accurately determine their source or where expended. The WHPC with the advice and consent of the City of Wheaton's Finance Director shall determine an efficient and cost effective way of establishing bookkeeping for CWSC Executive Committee's receipts and expenditures, and accounts so as to: a) provide proper accountability for the same and b) allow for deposit or expenditure of the funds upon the CWSC Executive Committee's authorization. The WHPC shall have neither the right, nor the duty, to make any determinations of how the CWSC Executive Committee raises or expends CWSC funds. The City Finance Director shall assist WHPC with any questions related to CWSC Executive Committee funds accounting.

5.2.4. Grants. WHPC is to provide the City with quarterly reports as to the grants it is currently seeking and the status of outstanding grant proposals. The specific plans of the WHPC to pursue other grants are also to be submitted with each quarterly report.

5.2.5. Fund Raising Program. The WHPC shall provide the City with an annual plan as to how it is going to raise funds from its constituencies, together with quarterly reports, on how its fund raising program is meeting its objectives. These reports would include the amount of support received from its membership. THE CITY DOES NOT WANT TO KNOW, AND WILL NOT ACCEPT ANY INFORMATION, ON WHAT INDIVIDUAL MEMBERS ARE CONTRIBUTING. The report shall also include amounts of general donations from the public, major business or individual contributions (WITHOUT IDENTIFICATION OF THE CONTRIBUTOR), grants, educational programs, capital campaigns and other significant fund raising activities. If any grants or contributions are restricted, the report shall state the nature of the restriction.

5.2.6. Auditor's Report. The interim and annual reports from the WHPC's auditor are to be submitted to the City, together with any additional, significant statements by the auditor that are not included in the auditor's financial statements and reports.

5.2.7. Employee, Compensation and Space Report. An annual report shall be submitted to the City Manager identifying the total compensation of WHPC employees. In addition, a copy of the WHPC's 990 form shall be submitted to the City.

5.2.8. Additional Reports. The Chairman of the Board shall promptly report to the City any significant financial development that may have a

material beneficial or adverse effect on the financial condition of the Wheaton History Center.

6. TERM OF THE AGREEMENT:

This term of this Agreement shall be from May 1, 2008 until April 30, 2009. The Agreement is not renewable and shall not constitute a continuing promise by the City of Wheaton to the WHPC of any future funding, grants, or assistance. This Agreement may also be terminated earlier than April 30, 2009 in accordance with the terms of this Agreement or if there is a breach of the terms and conditions of this Agreement by WHPC. The pay period between May 1, 2008 and April 30, 2009 shall be referred to herein as the annual pay period.

7. BOARD APPROVAL:

The WHPC, prior to any payments by the City of Wheaton under this Agreement, shall deliver to the City Manager a properly signed and endorsed resolution by the WHPC Board approving this Agreement.

8. INDEMNIFICATION AND HOLD HARMLESS:

The WHPC, on behalf of itself and its employees, hereby agrees, to the greatest extent permitted under Illinois law, to indemnify and hold harmless the City of Wheaton, its elected officials, employees, agents and assigns for any and all costs, demands, actions, causes of actions, damages, injuries, judicial or administrative claims, costs including reasonable attorneys fees, or claims of copyright or trademark infringement, directly or indirectly, related to the negligent or intentional acts or omissions of the WHPC, its employees and/or independent contractors, in the performance or failure to perform in this Agreement.

9. INSURANCE:

The WHPC shall maintain those insurance coverages set forth in Exhibit A and which is incorporated herein by reference as if fully set forth, subject to the additional conditions set forth herein:

All insurance coverages shall name the City as an additional insured in respect to all coverages; and

Coverage shall be on a per occurrence basis in accordance with the limits and provisions specified in the Exhibits. Claims made policies are unacceptable; and

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; and

The WHPC's policy shall be primary with respect to any other valid or collectable insurance that Wheaton may possess, including any self insured retentions that the City may have; and

That any other insurance the City possesses shall be considered excess insurance only and shall not be required to contribute with the WHPCs Insurance.

During the term of this Agreement, the City may require the WHPC to increase insurance coverage in those categories and in those amounts deemed necessary by the City. The City shall provide any insurance, including self insurance, and name WHPC as an additional insured, for any CWSC activities or events.

10. PAYMENTS:

Total payment to the WHPC for, non Wheaton Sesquicentennial Events, during the term of this Agreement shall be \$225,000. No payments will be made to the WHPC until a balanced budget and a Fund Raising Program, approved by the Board of Directors, is submitted to the City of Wheaton. Providing that WHPC is in compliance with the terms of this Agreement, all payments shall be made by the City of Wheaton to the WHPC in equal installments on or before the 15th day of each month, with the final payment to be made on April 15, 2009. Payments to the CWSC, if any, shall be determined by the Corporate Authorities of the City of Wheaton on a future date.

11. INDEPENDENT CONTRACTOR STATUS:

Neither the WHPC nor any full time employee and/or independent contractors of the WHPC funded by monies provided by the City of Wheaton 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 WHPC or any of the full time employees and/or independent contractors perform their work or services under this Agreement. Furthermore, neither the WHPC nor any of the full time employees and/or independent contractors shall represent themselves as employees or agents of the City of Wheaton. The WHPC shall be obligated to pay 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 WHPC or 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 of Wheaton, with it being the intent of this Agreement that the WHPC, and any employees and/or independent contractors of the WHPC are now and for the entire term of this Agreement are and shall remain as it pertains to the City of Wheaton independent contractors.

12. EVENTS OF DEFAULT:

The City's obligation to make payment under the term of this Agreement shall terminate upon the occurrence of any of the following events of default:

- 12.1 Failure of the WHPC to substantially perform its obligations under Sections 3 and 4 of this Agreement; or
- 12.2 A breach of any term or condition of this Agreement by the WHPC or the WHPC's employees or independent contractors; or
- 12.3 The misapplication of any funds delivered by the City to the WHPC under this Agreement; or
- 12.4 Failure of the WHPC to timely and lawfully maintain its status as an Illinois not for profit corporation; or
- 12.5 Failure of the WHPC to generate sufficient revenue or demonstrate plans to generate sufficient revenue to offset its expenses.

13. WAIVER:

No failure of the City to exercise any power reserved under this Agreement or insist on strict compliance by the WHPC of any of its obligations or conditions, and no custom and practice of the parties in variance with the terms of this Agreement, shall constitute a waiver by the City of its right to demand strict compliance with this Agreement. Waiver by the City of any default, at any time, shall not effect or impair the City's rights with respect to any subsequent default. No delay, waiver for variance, or omission by the City shall affect or impair the City's right, nor shall it constitute a waiver by the City of any rights or the right to declare any subsequent breach or default.

14. INTERPRETATION:

This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

15. PARTIAL VALIDITY:

Should any provision of this Agreement be declared invalid by a Court of competent jurisdiction, such declaration shall not affect the remainder of this Agreement or any of its other provisions.

16. NOTICE:

All notices, demands, requests or other communications under this Agreement shall be in writing and shall be deemed to have been properly served and delivered by hand to the party whose attention it is directed; if to be mailed, postage prepaid to be registered or certified mail, return receipt

requested; if to be sent by private carrier, guaranteed next day delivery, addressed as follows or to such other addresses as either party may designate;

If to City of Wheaton:

City of Wheaton
Attn: City Manager
303 West Wesley Street
Wheaton, Illinois 60187

If to WHPC:

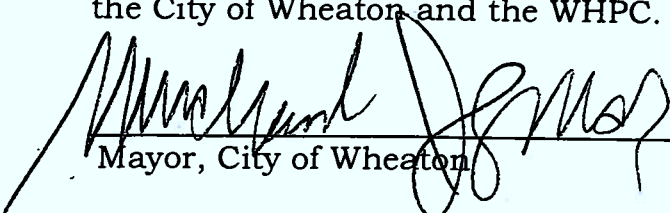
Wheaton Historic Preservation
Council
Attn: Chairman
P.O. Box 373
Wheaton, Illinois 60187

17. NON-ASSIGNABILITY/USE AS COLLATERAL:

This Agreement shall not be assigned or transferred by the WHPC. This Agreement shall not be used as collateral for any loan or other indebtedness.

18. MERGER:

All prior negotiations, agreements or contracts, prior to the execution of the Agreement by the City of Wheaton and the WHPC are merged within this document. Other than the promises, covenants and conditions contained herein, there are no other agreements by and between the City of Wheaton and the WHPC affecting or related to this Agreement. This Agreement may not be modified, changed or otherwise altered except by the mutual written consent of the City of Wheaton and the WHPC.



Mayor, City of Wheaton

Attested by:



City Clerk

Chairman, Wheaton Historic Preservation Council

Bylaws

City of Wheaton Sesquicentennial Commission

Article One - Purpose

Section 1. The name of this organization is the "City of Wheaton Sesquicentennial Commission" (hereinafter CWSC). CWSC is a civic organization. For purposes of these bylaws CWSC and its Executive Committee are the same entity and are referred to separately only for context.

Section 2. The Wheaton Historic Preservation Council is the fiduciary partner 501 (c) (3) of CWSC. A separate bank account shall be established at the Wheaton Bank and Trust for deposits and disbursements for CWSC. It will be a DBA account titled "Wheaton 150" and shall be the sole and exclusive account for all receipts and disbursement for CWSC including any and all of its subcommittees.

Section 3. The theme for the City of Wheaton's Sesquicentennial commemoration will be "Celebrate Wheaton: Yesterday, Today, and Tomorrow". And shall commemorate The 150th anniversary of Wheaton's incorporation on February 24th, 1859.

Section 4. The purpose of CWSC shall be to organize, manage, plan and host yearlong activities and events for "Celebrate Wheaton, Yesterday, Today and Tomorrow" from July 4, 2008 to July 4, 2009 and to wrap up the financial affairs of the CWSC no later than December 31st, 2009.

Section 5. The purpose and goals of the CWSC and Celebrate Wheaton: Yesterday, Today and Tomorrow are:

- a. To promote the participation of the entire Wheaton community in celebrating the 150 years of Wheaton's incorporated history while looking forward to an even brighter tomorrow by enveloping the theme into its events throughout the year; and
- b. To create or increase positive associations in people's minds that Wheaton is a fun place to be; and
- c. To draw attention to Wheaton and create a positive, energetic buzz; and
- d. To attract Wheaton residents and visitors to participate in the celebration; and
- e. To engage the community in Wheaton's rich history; and
- f. To invite citizens, churches, schools, businesses and organizations to be a part of the celebration; and

- g. To raise and disburse funds for projects, events, and activities and to wrap up by distributing any excess funds to non-profit/charitable organizations located in or primarily serving Wheaton residents.

Section 6. CWSC's purposes are exclusively charitable, social and educational within the meaning of Section 501 (c) (3) of the Internal Revenue Code. Further:

- a. Inurement of Income. No part of the earnings of CWSC shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, members of subcommittees, or other private persons except that CWSC shall be authorized and empowered to incur and pay reasonable disbursements for projects, events and activities authorized hereby, as well upon wrapping up to distribute excess funds to non-profit/charitable organizations located in or primarily serving Wheaton residents.
- b. Legislative or Political Activities. No part of the activities shall be the carrying on of propaganda or otherwise attempting to influence legislation and CWSC shall not participate in or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.
- c. Operational Limitations. Notwithstanding any other provisions of these articles CWSC shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) nor engage in any activity which would jeopardize the Wheaton Historic Preservation Councils Section 501 (c) (3) tax exempt status.
- d. Comply with the Illinois Open Meetings Act and any other applicable state legislation.

Section 7. Dissolution Clause. The CWSC Executive Committee shall wrap up all activities and dissolve no later than December 31st, 2009. Prior to dissolution, the CWSC Executive Committee shall, after paying or making provision for the payment of all the liabilities of the CWSC, dispose of all the assets in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the CWSC Executive Committee shall determine in its sole discretion exercised in conformance with these by-laws. Any such assets not so disposed of shall be disposed of by the Circuit Court of DuPage County exclusively for such purposes or

to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

Article Two - Executive Committee

Section 1. The CWSC Executive Committee shall be composed of a minimum of nine members and a maximum of fifteen members. All CWSC Executive Committee members shall be appointed by the Mayor with the advice and consent of the City Council. If the CWSC Executive Committee consists of less than ten members, one of its members shall be a member of the Wheaton Historic Preservation Council Executive Board. If the CWSC Executive Committee consists of more than ten members, two of its members shall be members of the Wheaton Historic Preservation Council Executive Board.

Section 2. The Executive Committee shall be structured as follows.

- a. Chair (Co-chairs)
- b. Secretary
- c. Community Unit School District 200 Liaison
- d. Chair of Fundraising/Finance Committee
- e. Chair of Special Events Committee
- f. Chair of History Committee
- g. Chair of Community Outreach Committee
- h. Chair of Marketing Committee
- i. Member-at-Large
- j. Chair or chairs of additional committees created by the CWSC Executive Committee after adoption of these by-laws

Section 3. The affairs of the CWSC shall be managed and governed by its Executive Committee. The Executive Committee's responsibilities and duties include:

- a. Carrying out the goals and purposes set forth herein; and
- b. Determining additional goals and purposes consistent with the goals and purposes set forth herein; and
- c. Adopting a budget; and

- d. Providing for and managing financial information which is reasonable and necessary for the preparation, financial reporting and financial statements; and
- e. Ensuring effective planning; and
- f. Ensuring adequate resources; and
- g. Assuring that resources are managed properly; and
- h. Monitoring special events, programs and services; and
- i. Enhancing Wheaton's public image; and
- j. Assessing performance; and
- k. Monitoring, managing and assessing the activities, including financial activities, of any and all subcommittees to determine that the subcommittee activities are consistent with these by-laws and CWSC's goals and purposes.
- l. Requiring that all subcommittee deposits and disbursements are run through the Wheaton 150 Account; and
- m. Exclusive authority to establish or dissolve subcommittees; and
- n. Establish any rules for subcommittees it deems appropriate.
- o. Providing and maintaining proper financial records to permit the Wheaton Historic Preservation Council to satisfy its obligation to the City of Wheaton under the agreement between the City of Wheaton and the Wheaton Historic Preservation Council dated May 19, 2008.

Section 4. A majority of the Executive Committee constitutes a quorum.

Section 5. Unless otherwise provided by the Bylaws, all Executive Committee decisions are made by a simple majority vote.

Section 6. Each Executive Committee member is entitled to one vote on each matter.

Section 7. By affirmative vote of two thirds of the Executive Committee, the Executive Committee may suspend or expel a member of the Executive Committee or member of any CWSC subcommittee provided such suspension or expulsion occurs only after all interested parties have an opportunity to present their position in writing to the Executive Committee.

Section 8. Executive Committee votes by proxy are not allowed.

Section 9. The Executive Committee shall meet at least once monthly.

Section 10. Special meetings of the Executive Committee may be called by the Chair or not less than three (3) persons on the Executive Committee upon 48 hours notice.

Section 11. The Chair of the Executive Committee shall decide all questions of order and will be guided by the current version of Robert's Rules of Order.

Section 12. All Executive Committee meetings shall notice their meeting dates, times and locations at the media department for posting on the website and to the City Clerk for publication a minimum of 48 hours in advance.

Section 13. Persons on the Executive Committee shall at all times act as fiduciaries, i.e., ethically in good faith, without conflict of interest, with loyalty, honesty and for the benefit of the Wheaton Sesquicentennial Commission. Dealings or transactions of any kind between the CWSC and a person on the Executive Committee or subcommittee are permissible only if there is

- a. Full disclosure of the proposed dealings or transactions.
- b. Approval of the Executive Board.
- c. Abstention from voting by the person on the Executive Committee.

Article Three - Committees

Section 1:

The Marketing Committee will create, oversee and implement all projects that relate to the branding and marketing of the Sesquicentennial and the city of Wheaton in respect to the Sesquicentennial.

The vision of the Marketing Committee will positively affect the City of Wheaton and the economic development by maximizing publicity for the city through branding, targeting media channels, and other opportunities as they arise. Their theme is "One message, one look, one feel".

Section 2:

The Special Events Committee will provide for a minimum of three new community Special Events to promote and celebrate Wheaton's 150th anniversary. Certain aspects of Wheaton's history will be the theme in some form or fashion at each event. A master list of city-wide events will be compiled and the Special Events Committee will work closely with the Community Outreach Committee to avoid conflicts in scheduling.

Section 3:

The History Committee will ensure the history of Wheaton is presented accurately and highlighted in various events and projects for the Sesquicentennial Celebration of its incorporation as a village in 1859. The History Committee will partner with the Center for History to host some events and promote Wheaton's heritage in news articles and publications.

Section 4:

The purpose of Wheaton Sesquicentennial Outreach Committee will establish communication between the Sesquicentennial Committees of Marketing, History, Finance, and Special Events and the businesses, service and non-profit organizations, educational institutions, political leaders and churches in Wheaton regarding Wheaton's Sesquicentennial celebration.

Section 5:

The Fund-Raising/ Finance Committee will oversee income and expenses as well as actively participate in fund raising activities associated with the Sesquicentennial celebration.

Article / Four - Amendments and/or Revisions

Section 1. These Bylaws may be amended by a two-thirds vote of the Executive Committee provided that any amendments are distributed to the Executive Committee at least ten (10) days prior to the Executive Committee meeting at which the proposed amendment(s) will be considered. All amendments shall be subject to the reasonable approval of Corporate Counsel for the City of Wheaton.

Section 2. Amendment(s) to these Bylaws become effective immediately upon adjournment of the meeting at which such amendment(s) are passed.

These Bylaws were adopted by the Executive Committee on May 12, 2008.