

A G R E E M E N T

CITY COUNCIL AGENDA ITEM		
Original	1st Amend	2nd Amend
	3/21/83	4/20/87
4/2/79	Employee Status	Tax Support

THIS AGREEMENT, made the below date between the CITY OF NAPERVILLE, hereinafter call "CITY"; acting through the NAPER SETTLEMENT AND MUSEUM BOARD, hereinafter called "BOARD", and THE NAPERVILLE HERITAGE SOCIETY, hereinafter called "SOCIETY".

WITNESSETH:

WHEREAS, the City is the owner of the land and buildings known as the Caroline Martin Mitchell Museum property consisting of approximately eleven and one-half (11½) acres located between Aurora Avenue, Webster Street, and Porter Avenue (a portion of which containing the Museum and Coach House has been under lease to the Naperville Park District); and

WHEREAS, the museum property is currently being developed as a historical village known as Naper Settlement by a cooperative venture between the City, acting through the Board, and the Society; and

WHEREAS, the City has heretofore created the Naper Settlement and Museum Board pursuant to Ordinance No. 75-120 and authorized the Board to develop, maintain and operate Naper Settlement, and

WHEREAS, the Society has invested a significant amount of money and labor into the reconstruction of buildings and development of Naper Settlement; and

WHEREAS, it is desired to continue the Society's present program; and

WHEREAS, a lease between the Naperville Park District and the City for that portion of the property containing the Museum and Coach House expires on April 30, 1979; and

WHEREAS, it is the intention of the parties that the operation and management of said Museum and Coach House property be combined with that of the balance of the Naper Settlement.

NOW THEREFORE, in consideration of the other promises of the parties and other good and valuable consideration, it is mutually agreed as follows:

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1. TERM OF AGREEMENT. The original agreement between the City and the Society expiring April 30, 1979 is hereby renewed subject to certain modifications and extensions as contained in this agreement for a term of one year to expire April 30, 1980.

The term of this agreement shall renew itself automatically from year to year thereafter except that each of the parties hereto shall have the right to cancel this Agreement at any time upon ninety (90) days written notice of such cancellation being given to the other party.

2. THE PLAN. The Society's program of moving and restoration of the old buildings, building authentic reproductions and moving, restoring or reproducing structures having historic significance shall continue in accordance with the Brown-Heldt Associates Final Phase Site Plan No. 3 dated April, 1975, as approved as a Planned Unit Development. The Society will formulate the guidelines for aesthetics of all improvements and be the judge of the historic authenticity of the Settlement subject to approval of the Board.
3. ADDITIONS TO SITE. Any additions to the site shall be made only upon recommendation of the Society and approval of the Board.
4. CITY APPROVAL. All improvements or newly acquired buildings or structures at the Naper Settlement must adhere to City code requirements as amended.
5. SUBROGATION CLAUSE. The City hereby releases the Society from liability for loss or damage to Settlement property from an insurable peril. The Society accepts that the City shall be named as an additional named insured under the Society's liability policy.
6. OWNERSHIP. The City accepts ownership of the buildings or structures when placed on permanent foundations at the Naper Settlement or when they are moved to the Naper Settlement and shall insure all of said property as provided elsewhere in this agreement.
7. BUDGET. The Society shall present a budget showing proposed costs for the performance of its assigned functions. The budget shall also show the Society's sources of income to cover those expenses. The Society shall submit its proposed budget to the Board no later than February 1st of each year. The time period the budget should cover is the City's fiscal year (May 1st through April 30th).

The City staff shall present a budget showing proposed costs for the performance of its assigned functions. The budget shall also show the City's sources of income to cover those expenses. The City staff shall submit its proposed budget to the Board no later than February 1st of each year. The time period the budget should cover is the City's fiscal year (May 1st through April 30th).

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The Board will review the above mentioned budget and prepare a budget recommendation for subsequent approval by the City Council. Such a recommendation to the City Council shall be provided by March 1st of each year.

#### 8. Income and Expenses

##### A. Income

- \*2nd Amendment:
1. The CITY shall include the sum of \$135,000.00 in its 1987-88 fiscal year budget and tax levy for the operation, management, maintenance and development of the Naper Settlement. The CITY shall thereafter include an amount equal to the statutory museum tax of .015% applied to the estimated total property assessment of the CITY for operation, management, maintenance and development of the Naper Settlement in each annual budget and tax levy of the CITY during the term of this Agreement. The SOCIETY may request and the CITY may, in the exercise of its sole discretion, provide additional funds on a case by case basis for capital projects of the SOCIETY for development and improvement of the Naper Settlement.
  2. The Society shall, subject to Naper Settlement and Museum Board approval, establish the fees for any use of the premises or part thereof. The fees collected shall be available to the Society for fulfillment of their obligations stipulated in Paragraph 9.

##### B. Expenses

1. The City shall establish a "Naper Settlement Fund" for paying bills and expenses incurred for operation, maintenance, and management of Naper Settlement.
2. In the case of non-payroll expenses, for which City funds are to be used, the City of Naperville check request forms shall be submitted, with supporting invoices attached, by an individual(s) designated by the Naper Settlement and Museum Board, to the City Manager for approval. Payment will be made directly to the vendor involved.

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3. In the case of payroll expenses, for which City funds are to be used, the City of Naperville Time Sheet shall be submitted by the employee and countersigned by an individual(s) designated by the Naper Settlement and Museum Board to the City Manager for approval. The employee(s) will be paid directly by City check.

4. Any excess revenue over expenditures remaining in the "Naper Settlement Fund" at the end of each fiscal year shall remain in the Fund.

9. Responsibilities of the Society & City. The responsibilities of the Society and the City with respect to the operation and maintenance and development of the Naper Settlement are as follows:

A. Responsibilities of the Society - Operation and Maintenance

1. General management including development and operation of educational programs, workshops, tours, and other appropriate activity.

2. Painting and decorating structures

3. Grounds maintenance limited to snow shoveling of sidewalks and attending to on-site gardens.

4. Payment of gas, electric, water, sanitary sewer, and telephone utilities except dedicated phone lines for alarms.

5. Janitorial services to buildings.

6. Building maintenance to all structures.

7. Payment of Society office expenses.

\*1st Amendment: 8. Compensation for personnel including all employee related expenses for providing on-site settlement management functions (guide, etc.) except City personnel performing City functions.

a. All employees shall be considered employees of and paid by the City of Naperville. Benefits to be received here under include social security, IMRF, workman's compensation coverage. All other benefits are at the sole discretion of the Naperville Heritage Society who shall establish its personnel policy for said employees.

b. A committee of the Naper Settlement and Museum Board shall constitute an interview panel and shall make the final recommendation to the City Manager for hiring of the Director of Naper Settlement. The Director of the Settlement shall recruit and select employees under his or her control.

c. All such employees shall be under the supervision and direction of the Naperville Heritage Society and subject to the provisions

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B. Responsibilities of the Society - Site Development

1. Payment of all costs as required for adding structures to the Settlement.
2. Payment of all building reconstruction costs including foundation construction and general building construction and internal heating, plumbing and electrical work.
3. Construction of decorative fencing.
4. Grounds maintenance including lawn mowing, lawn feeding, tree pruning, snow removal on parking lots and driveways, and maintenance of underground utilities, driveways, parking lots and security fencing.

C. Responsibilities of the City - Operation and Maintenance

1. Maintenance to burglar alarm, sprinkler system and smoke alarm system.
2. Utility costs limited to payment for dedicated phone lines to serve on-site systems.
3. Site security - patrol by Naperville Police and Fire protection.

D. Responsibilities of the City - Site Development

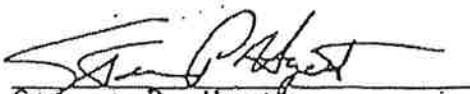
1. Installation of underground utilities including service lines to structures requiring utility service.
2. Payment for installation of Settlement burglar and fire alarm system as directed by Board.
3. Construction of on-site parking lots and driveways.
4. Construction of on-site security fencing.
5. Payment for professional engineering and landscape architect fees.
6. On-site grading and landscape work except in areas being served by volunteer garden groups.
7. On-site benches, pedestrian lighting, waste containers, public washrooms, directional signs and site signs.

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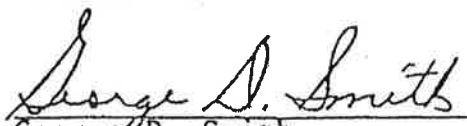
10. PERSONAL PROPERTY. Personal property acquired by the Society in their name shall remain their property and the insuring of same is their responsibility. All real and personal property acquired by or in the name of the City or in the name of the Naper Settlement is acknowledged to be the property of the City and shall be insured by the City. Buildings and/or structures shall be insured on a replacement cost basis.
11. REPORTING. A report on the activities and building use together with a report of the income and expenditures, support of the Settlement, shall be made available as requested and shall be regularly reported to the Board.
12. TOURS. The Society shall establish the days of the week and the hours that the Settlement is open to the public and shall staff the premises when open. The Society shall be the sole arranger of all tours.
13. CONTROL OF USE. All use of the Settlement (including weddings) shall be channelled through and be controlled by the Society's office in the Meeting House in accordance with policy proposed by the Society and approved by the Board.
14. CAPTIONS. The captions used herein are for convenience of reference only and do not define or limit the contents of each paragraph.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 16TH day of APRIL 1979.

ATTEST:

  
Steven P. Hyett  
City Clerk

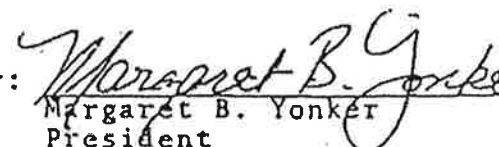
CITY OF NAPERVILLE

By:   
George D. Smith  
City Manager

ATTEST:

  
Secretary

THE NAPERVILLE HERITAGE SOCIETY

By:   
Margaret B. Yonker  
President