



PARK DISTRICT of OAK PARK

**PARK DISTRICT OF OAK PARK
Committee of the Whole Meeting
Hedges Administrative Center
218 Madison Street, Oak Park, Illinois 60302**

Thursday, February 2, 2023 at 7:30pm

AGENDA

I. Call to Order/Roll Call

II. Public Comment

Each person is limited to three minutes. The Board may set a limit on the total amount of time allocated to public comments.

III. Administration and Finance Committee – Commissioner Wick

- A. Park District Citizen Committee (PDCC) Update
- B. Parks Foundation Annual Update
- C. VOP IGA ARPA Update
- D. 218 Elevator Replacement Contract*
- E. Vehicle Replacement Contract*
- F. Taylor Park Court Improvement Contract*
- G. Battery Powered Mower Purchase Update*
- H. 2022 Facility Report Card*

IV. Recreation and Facility Program Committee – Commissioner Wollmuth

- A. PACT Facility Use License Agreements for 2023-2025 (Festival Theatre)*

V. Parks and Planning Committee – Commissioner Worley-Hood

VI. New Business

VII. Closed Session

VIII. Adjournment

* Indicates information attached.

** Indicates information to be provided before or at the meeting.

Update/Recap indicates verbal report provided at meeting no materials attached.

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please call (708) 725-2017 or via email at Edith.Wood@pdop.org.

In partnership with the community, we enrich lives by providing meaningful experiences through programs, parks, and facilities.



Memo
218 Elevator Replacement Contract

Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: January 23, 2023

Re: John Hedges Administrative Center Elevator Replacement



Statement

The facility located at 218 Madison was built in the 1930s and formerly housed an automobile dealership and was acquired in 1986 for \$145,000 to house the administrative functions of the Park District of Oak Park. In 2001, the building, which housed administrative offices, program registration, gymnastics, and the buildings and grounds headquarters (including vehicle storage), was named after John L. Hedges, who serviced as the Park District Executive Director, from 1980 to 2000.

The facility underwent a renovation in 2015 to update the facility, remediate mold concerns and expand the Parks & Planning shop area for operations due to the loss of the Volvo lot shared with the Village of Oak Park.

Discussion

Our current two-story elevator dates back to 2000 made by a company that is no longer in business. The elevator was most commonly used in residential applications and not suited for commercial usage. The elevator is an Evolution model made by the National Wheel-O-Vator Co., Inc.

We are currently working with Otis Elevator on a combination of new components, reuse of the car or even replacement. Otis Elevator is on the National Joint Purchasing contract and will be submitting a proposal for the work to us. We currently have \$75,000 allocated in our CIP for this work in 2023.

Recommendation

Staff will bring a recommendation for contract approval at the February Regular Board Meeting.



Memo
Vehicle Replacement Contract

Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: January 23, 2023

Re: Vehicle Purchase Update



Statement

The Park District has a relatively large fleet of vehicles to maintain for park operations as well as programming transportation. In an effort to keep our vehicles in good working order and condition, the Park District continually plans for our replacement of our trucks, vans, equipment, etc. There are three vehicles in need of replacement in 2023.

Discussion

When looking at our current fleet, a number of pieces of equipment were identified and budgeted for in the 2023 CIP (\$120,000). These funds will be used for the purchase of two hybrid small trucks and a battery powered mower.

With goals to electrify our fleet and move away from gas fueled combustion, we have pushed out our vehicle purchasing in an effort to have electric trucks available. Due to the slow production and high initial price of fully electric trucks, we are looking to purchase two hybrid trucks that will replace our older Ford Ranger trucks and get over two times the mileage. Unfortunately, with limited supply and large demand there were no vehicles available for local governments. Fortunately, after completing our greenhouse gas inventory, our vehicle impact on carbon emissions is a very small impact overall. We intend to look to local vendors to find our trucks at the most competitive price. The Village of Oak Park has resorted to the same efforts for their fleet.

The vehicles up for purchase are the Hybrid Ford Maverick trucks that are a smaller truck, well suited to work in our urban environment and are a similar size to the current Ford Ranger trucks we are replacing.

Recommendation

Staff will bring forward a recommendation allowing the Executive Director to purchase the two Ford Maverick trucks with an amount not to exceed at the February Regular Board Meeting.



Memo
Taylor Park Court Improvement Contract

Memo



To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: January 23, 2023

Re: Taylor Park Court Restoration

Statement

Taylor Park is an 11.75 -acre site located at 400 W. Division Street. The park, originally designed by Jens Jensen, includes a soccer field, six tennis courts, play equipment for ages 2 to 5, a sledding hill, a comfort station, a picnic area, benches, drinking fountain and existing mature trees.

In 2011, master plan improvements included: playground replacement, new picnic shelter, tennis court replacements, new walk ways and the development of the fen to take on drainage issues. In 2014, the Park District installed irrigation for the soccer field and in 2017 PDOP partnered with AYSO to install drainage in the upper soccer field to improve play.

The tennis/pickleball courts have reached the end of their useful life and are developing cracks as well as deterioration of the acrylic surfacing.

Discussion

Due to the deterioration of the surfacing, the District has budgeted \$150,000 for the restoration of the six courts in our Capital Improvement Plan for 2023. This work will include new surfacing and striping of the courts. We will stripe for 6 pickleball courts which will double the play at Taylor Park as there is currently only 3 courts striped.

The project went out to bid on January 18, 2023 on the Demand Star site and bids are due on February 3rd. We are seeking alternate pricing for Lindberg Park Courts that are up for replacement in 2024 to see where pricing comes in for all courts.

This mower is available via the publicly bid joint purchasing contract and staff will receive this agreement in the next week to review and make a final recommendation.

Recommendation

Staff will bring a recommendation for contract approval at the February Regular Board Meeting.

Attachments: Bid Advertisement

Public Notice

ADVERTISEMENT OF BIDDING
Request of bids for the Park District
of Taylor Park Tennis Court
Resurfacing, 400 W. Division St.,
Oak Park.

Owner: Park District of Oak Park
218 Madison St, Oak Park, IL 60302

The Park District of Oak Park will accept sealed bids of the Taylor Park Tennis Court Resurfacing, 400 W. Division St., Oak Park. The project consists of patching, crack filling, new acrylic surfacing and striping. The Park District of Oak Park will receive individual sealed Bids until 2:00 p.m. (Central time) on Friday, February 3rd, 2023, at **218 Madison St.**, Oak Park, IL. The bidding documents and requirements will be available on the link below as of 5:00 pm Wednesday, January 18th, 2023. Bid bonds will be required by bidding contractors. Copies of the bidding specifications are available via this link:

<https://www.demandstar.com/app/buyers/bids/407243/details>

For additional information, contact Chris Lindgren at chris.lindgren@pdop.org or (708) 725-2050. Only the bids prepared in compliance with the bidding documents will be considered. This project must adhere to the Prevailing Wage Act of 2022. The Park District of Oak Park strongly encourages minority and women owned business firms to submit bids for this project.

Park District of Oak Park
By: Chris Wollmuth, Secretary
Park District of Oak Park
218 Madison St.
Oak Park, IL 60302



Memo
Battery Powered Mower Purchase Update

Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Parks & Planning

CC: Jan Arnold, Executive Director

Date: January 23, 2023

Re: Battery Powered Mower Purchase Update



Statement

With Sustainability as one of our agency's core values, our landscaping team has been switching over towards an all-electric battery powered operation. We started in 2019 with our first battery powered blowers, string trimmers and chainsaws. We are looking to purchase our first battery powered mower to continue this initiative.

Discussion

When looking at our current fleet, a number of pieces of equipment were identified and budgeted for in the 2023 CIP (\$120,000). These funds will be used for the purchase of two hybrid small trucks and a battery powered mower.

With the success of our battery powered landscaping equipment purchases over the last few years, we are continuing to move away from fossil fuels in an effort to lower our greenhouse gas emissions. We have continued to purchase new battery powered equipment each year and in April of 2022 we added solar panels to our landscaping trailer. We are using the solar on the trailer to charge the batteries of our equipment as we drive through town resulting in no emissions for our blowing, trimming and chainsaws. In 2022, staff did demo three different manufacturers of battery powered mowers to get a feel for how they would work with our operations. Our staff all unanimously agreed that the Gravely EV mower was best suited for our District.

This mower is available via the publicly bid joint purchasing contract and staff will receive this agreement in the next week to review and make a final recommendation.

Recommendation

Staff will bring forward a recommendation allowing the Executive Director to purchase a Gravely EV mower with an amount not to exceed at the February Regular Board Meeting.



Memo
2022 Facility Report Card

Memo

To: David Wick, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Mitch Bowlin, Director of Finance

CC: Jan Arnold, Executive Director

Date: January 23, 2023

Re: 2022 Facility Report Card



Statement

In order to help the Park District advance its strategic initiative, “Quality Infrastructure Management”, a facility evaluation tool was developed by staff. The Facility Report Card is an effort to objectively measure the quality of facility infrastructure and maintenance in order to ensure the highest level of service for the residents of Oak Park.

Discussion

Each facility was visited by two staff members and individual features and areas within were evaluated, including Common Areas, Rooms, Elevators, Stairways, Bathrooms, Exteriors, and Drinking Fountains. The results have been analyzed at the overall facility system level as well as the individual area level. This report card began in 2021 and was continued this year.

Recommendation

Mitch Bowlin will present an update regarding the Facility Report Card 2022 scores.



Memo

PACT Facility Use License Agreements for 2023-2025 (Festival Theatre)

Park District of Oak Park

218 Madison Street ▪ Oak Park, Illinois 60302 ▪ ph: (708) 725-2000 ▪ fx: (708) 383-5702 ▪ www.pdop.org

Memo

To: Chris Wollmuth, Chair, Recreation and Facility Program Committee
Board of Park Commissioners

From: Maureen McCarthy, Superintendent of Recreation

CC: Jan Arnold, Executive Director

Date: January 23, 2023

Re: PACT Facility Use License Agreements for 2023-2025



Statement

In 2011, the Park District of Oak Park created and introduced a Facility Use and Allocation Management Program entitled PACT, which was launched in 2012. This acronym refers to the four organizational levels within the program: Partner, Associate, Companion, and Tenant. The program is intended to establish a fair, equitable, and cost-effective system in which to manage the reservation, allocation, and use of Park District facilities by user groups and organizations requesting facility access. In 2016, the program was reviewed and in 2017, changes to the way organizations pay for space was changed to a system where fields are paid for by the hour rather than flat fees based on the number of participants.

Discussion

Festival Theatre's Agreement is attached which notifies the Park District of their play, dates and time, and when the group will be at Austin Gardens throughout the summer. Festival Theatre has applied and is eligible to be part of the PACT program. New this year is the 2023-2025 Cheney Mansion Lease Agreement. Festival Theatre is leasing the 3rd Floor office space for three years.

In Packet

Festival Theatre

Recommendation

Staff recommends that the Board approve all the PACT Facility Use License Agreements provided and fully executed. Staff will attend the meeting to review the PACT program applications, level classifications, and proposed agreements, as well as to answer any questions of the Board.

**PARK DISTRICT OF OAK PARK
RECREATIONAL ACTIVITIES AFFILIATION AGREEMENT
WITH THE OAK PARK FESTIVAL THEATRE
FOR USE OF AUSTIN GARDENS 2023-2025**

The Park District of Oak Park owns a park known as Austin Gardens (the “Park”). The Oak Park Festival Theatre desires to use the Park for production and public performances in the Summers 2023-2005. Festival Theatre will have open rehearsals, programs and other events open to the residents of the Park District (the “Authorized Use”):

Festival Theatre is renting the 3rd floor office space at Cheney Mansion; see attached Lease. The lease begins January 2023 and ends no later than December 2025.

Access to Austin Gardens will begin in late May 2023 to begin the cleaning process and construction of the set. Rehearsals will begin in mid-June through mid-July on Wednesday, Thursday and Friday evenings from 6:30PM – 10:30PM, Saturdays from 10AM – 6PM and Sundays from 10AM-5PM. During the company’s tech week, one week prior to the start of the play, the company will rehearse T, W, Th from 6:30-11PM, Saturday from 3-11PM and Sunday from 4-11PM. The play will preview the following weekend and the Community Night will be held on Wednesday, with a formal opening on Saturday. Performances will be Thursdays through Saturdays at 8:00 PM and Sundays at 7:00 PM. The final closing performance will be mid-August.

Access to the Austin Gardens Environmental Education Center for cast member changing facilities will be allowed for all performance dates. Building access will begin two hours prior to performance time and one hour after performance ends.

Dates for the 2024 and 2025 season will be presented no later than December 1 of the preceding year for Park District Executive Director’s approval.

Strike and removal of all equipment will take place within one week of last performance. Notice will be given in advance when these activities take place.

The Festival Theatre will lock the North and East gates to the park no earlier than 30 minutes before the start of the show and open the gates at the end of the show, by 10:30PM. The park can be closed to the public only during performances; with the exception of Community Appreciation Night when the park will remain open to all.

Whereas, the Park District provides parks, recreation programs and facilities to the residents of Oak Park; and

Whereas, the Festival Theatre is one of many organized user groups of said parks and facilities; and

Whereas, the Park District of Oak Park owns, maintains and schedules all parks in Oak Park (the “Parks”); and

Whereas, the Festival Theatre desires to use the Park for its production and public performances of plays, which will have a run during the Summer of 2023; and

Whereas, the Park District and the Festival Theatre are both committed to providing the residents of Oak Park with the opportunity to view Festival Theatre activities; and

Whereas, a written agreement to formally structure the responsibilities, requirements, privileges and expectations of both parties will enhance cooperation by reducing confusion; and

Now therefore, in consideration of the premises contained herein, it is agreed by the Park District and Festival Theatre that,

Section 1 Grant of License

The Park District hereby grants to the Festival Theatre a temporary license (the “License”) for the purpose of allowing the Festival Theatre to conduct the Authorized Use. The License shall be for no other purpose.

Section 2 Term of License; Termination

The License shall be for a term commencing on April 1, 2023, and expiring on December 31, 2025. The Park District, at its discretion for good cause, may terminate the License at any time on seven days prior written notice by the Park District to the Festival Theatre. On termination of the License, all use of the Park by the Festival Theatre shall be discontinued immediately. The termination of the License shall not terminate the duties and responsibilities of the Festival Theatre to repair and restore damaged property, and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Recreational Activities Affiliation Agreement.

Section 3 Fee for Use of Park

For the 2023-2025 seasons, Festival Theatre will assess a \$1.00 ticket surcharge per ticket sold. Oak Park Festival Theatre will provide an accounting no later than two weeks after the final performance and submitted for payment at that time. One month after the close of the production, a final accounting will be submitted with payment for any additional tickets that were not included in the initial submission.

Section 4 Bond

For the 2023-2025 seasons, there shall be no bond required from the Festival Theatre for use of the Park.

Section 5 Insurance

For the 2023-2025 seasons, the Festival Theatre shall provide general liability insurance coverage for the Authorized Use.

Section 6 Mutual Activities and Services

A. Park District Services

The Park District shall provide for the Festival Theatre:

- (i) Publicity in the form of organizational contact information in the Park District's seasonal program brochures and link on PDOP website; and
- (ii) Ability to advertise in the seasonal brochure; and
- (iii) Limited trash removal and utilities.
- (iv) Access to indoor bathrooms and concession area of the Environmental Education Center (hereinafter "center") on performance dates, one hour prior to and 30 minutes after the conclusion of each performance.
- (v) Access in the center to the dedicated storage room to be maintained by Festival Theatre to meet all applicable codes including fire code.
- (vi) PDOP will put together a layout of circuits and this will allow Festival Theatre to design the electrical system based on the current loading in the park – if Festival Theatre wants to verify that the installation is not exceeding or pushing the limits – PDOP can recommend an electrician, since PDOP does not have an electrician on staff.
- (vii) The Park District will email residents who acquire Community Appreciation Night performance tickets if there are any changes due to weather, etc. to the event once Festival Theatre shares the changes with Park District Staff.
- (viii) The Park District will provide names, email addresses as well as zip code to all residents that register to receive Community Appreciation Night tickets prior to the performance.

B. Festival Theatre Services

The Festival Theatre shall keep and provide the following items for the Park District:

- (i) The Festival Theatre will submit yearly financial reports; written minutes of meetings; a copy of governing by-laws; and accident reports.

- (ii) The Festival Theatre will maintain its own financial accounts and will not incur any expense on behalf of the Park District.
- (iii) The Festival Theatre will provide access to the Park District of all its books and accounts at all reasonable times.
- (iv) The Festival Theatre will provide volunteers to organize and operate its events, will assist in set-up and take-down of equipment, and will clean up the Park after events. Removal of all stages and equipment from Austin Gardens will be complete within two weeks of end of production.
- (v) Any signage for affiliation or donor recognition allowed in the park must meet Park District sponsorship rules (i.e. no alcohol, cannabis or gambling etc.).
- (vi) Access to the Festival Theatre's events shall be open to all interested residents of the Village of Oak Park.
- (vii) The Festival Theatre acknowledges and agrees to Section 7.31 of the Park District Rules and Regulations Governing Use of the Park Facilities.
- (viii) Possession and consumption of bring-your-own ("BYO") wine and beer is permitted within Austin Gardens during a theatrical performance by the Festival Theatre, subject to the following restrictions:
 - (a) No person under the age of 21 years is allowed to possess or consume any wine and beer.
 - (b) No signage announcing or advertising of BYO wine and beer is permitted.
 - (c) BYO possession and consumption is authorized only for a time period commencing 90 minutes prior to the scheduled start of a performance and ending no later than 30 minutes after the end of a performance.
 - (d) No open containers of wine and/or beer shall be removed from Austin Gardens.
 - (e) Staff or volunteer in attendance during an applicable theatrical performance shall complete BASSET training by a state certified program.

- (f) Festival Theatre will pay 50% of the cost of the annual liquor license.
- (ix) The Festival Theatre will provide a link on their website to the Park District of Oak Park's website. Festival Theatre will recognize on their website and in all appropriate printed materials the grant from the Park District's Austin Gardens Trust and Park District sponsorship. Further, the Festival Theatre will provide an advertisement in their summer program book for the Park District of Oak Park and an advertisement in their summer program book for the Parks Foundation. Both organizations may promote their programs as they deem appropriate. The Park District and the Parks Foundation will adhere to production submission and graphic constraints established by the Festival Theatre.
- (x) The Festival Theatre will offer a "Community Appreciation Night" a preview of the production as a community night which the public will be encouraged to attend free of charge. Community Appreciation Night tickets will only be distributed by the Park District through the Park District's Registration Software System.
- (xi) The Festival Theatre will allow the Park District to display a table at "Community Appreciation Night," to promote the Park District's programs and activities.
- (xii) The Festival Theatre will provide a small discount to participants in the Park District of Oak Park Active Adult Membership. Members will be required to show membership card at box office when purchasing the tickets to receive the discount.
- (xiii) The Festival Theatre will consult with the Park District of Oak Park prior to adding more performances or performance groups to the schedule.
- (xiv) The Festival Theatre will abide by the Rules and Regulations Governing uses of the Park and to direct all Festival Theatre participants and spectators to do the same.
- (xv) The Festival Theatre will complete and submit the annual Affiliate Organization's Activity and Participation Report
- (xvi) The Festival Theatre will establish and implement a safety and risk management program for the benefit of Festival Theatre participants, volunteers and spectators. This program shall include a written safety policy, volunteer safety training and a written system for reporting accident or incidents. Moreover, the Park District will upon request be

available to assist Festival Theatre with establishing the safety and risk management program.

- (xvii) Compliance with the Americans with Disabilities Act (ADA) which was signed into law in July of 1990. This law mandates equal access to services, transportation, employment, communication and facilities for persons with disabilities. Festival Theatre must admit an individual with a disability who meets essential eligibility requirements by providing reasonable accommodations, as may be needed, to allow these individuals to participate in Festival Theatre activities. These accommodations may include providing adaptive equipment, additional volunteers, staff members, sign language interpreter and similar measures.
- (xviii) No parking is allowed behind the Austin Gardens Environmental Education Center (AGEEC) except one car is allowed during performances. The parked car must not spill out onto the walkway.
- (xix) Festival Theatre must notify Park District of Oak Park of any cancellations via text or email so the automatic locks are not left open since they are on a timer for Festival Theatre performances.
- (xx) Festival Theatre is allowed to place a portable toilet trailer in the space located behind the AGEEC with the designated area for the length of the performance season. All costs associated with this structure will be covered by Festival Theatre.

Section 7 Environmental Considerations

The Park District of Oak Park believes the care and protection of our natural world is the responsibility of us all. The Park District requests that all Park District Affiliate Organizations adopt sound environmental practices. Simple steps may be taken including encouraging all participants to use reusable containers to reduce waste when possible and to take recyclable products home to dispose of properly. To reduce trash, keep our parks cleaner and increase environmental awareness and stewardship, the Park District has been working with our sports affiliates since 2009 to establish a Carry In/Carry Out Program. We simply ask participants and spectators to take out whatever trash they bring into the park. We encourage all of our park patrons to follow the Carry In/Carry Out Program. Please do your part to keep our parks clean.

Effective prior to the next agreement beginning in 2026, all lighting used by Festival Theatre for performances will need to be LED. This notification provides three years for the company to seek grants or other resources to fund this project.

Section 8 Specific Terms of Agreement

This Recreational Activities Affiliation Agreement shall include the Specific Terms of Agreement attached hereto. Further, the Park District of Oak Park reserves the right to modify the schedule as it determines necessary throughout the season.

Section 9 Authority

Each person signing this Recreational Activities Affiliation Agreement hereby covenants that he or she understands this Recreational Activities Affiliation Agreement, that he or she has the authority to execute this Agreement and to legally bind the party whom he or she represents.

PARK DISTRICT OF OAK PARK

By: _____
 President

Date: _____

FESTIVAL THEATRE

By: _____

Date: _____

Printed Name: _____

Title: _____

PARK DISTRICT OF OAK PARK

RECREATIONAL ACTIVITIES AFFILIATION AGREEMENT SPECIFIC TERMS OF AGREEMENT

Paragraph 1. Retained Rights of Park District.

The Park District shall retain and have all rights to use and occupy the Park. However, the Park District shall not unreasonably interfere with the Guest Organization's use and occupancy of the Park in accordance with this Recreational Activities Affiliation Agreement.

Paragraph 2. Park and Property Restoration.

If the Park or any other property of the Park District is damaged in any way by activities related to the Authorized Use or by the Guest Organization or any agent or invitee of the Guest Organization, then the Guest Organization shall repair such damage and restore the damaged property to a condition at least as good as before the damage occurred. Such repair and restoration shall be completed within 30 days after the damage occurs. Repair and restoration shall include, at a minimum, (a) restoration of any and all fences, trails, paths, pavement, plantings, landscaping, or improvements that are damaged, (b) replacement of all sod damaged or removed with sod of like quality, and (c) the immediate removal and proper disposal of all waste generated by or in connection with the Authorized Use.

Paragraph 3. Bond.

If a bond is required by the Recreational Activities Affiliation Agreement, then the Guest Organization shall deposit with the Park District, prior to the commencement of the Authorized Use, a bond in the form and amount set forth in the Recreational Activities Affiliation Agreement (the "Bond") as a guarantee that the Guest Organization shall comply with all conditions of this Recreational Activities Affiliation Agreement, including without limitation repair and restoration of the Park and other property. The Park District shall refund the amount of the Bond to the Guest Organization after the Park District has determined that the Guest Organization has fulfilled all of its duties pursuant to this Recreational Activities Affiliation Agreement. If the District determines that the Guest Organization has failed to fulfill its duties to complete repair and restoration, then the Park District may deduct any amount necessary, including the entire amount of the Bond, to pay for repairs and restoration. If the costs to repair and restore damaged property exceeds the amount of the Bond, then the Guest Organization shall pay all such excess costs incurred by the Park District to reimburse the Park be liable for all costs, including attorney's fees and interest incurred by the Park District in the recovery of any such amount.

Paragraph 4. Conditions at Park.

If at any time during the term of this Recreational Activities Affiliation Agreement the Guest Organization becomes aware of any perceived hazard or danger on or near the Park, then the Guest Organization shall immediately inform the Park District of such hazard or danger. The Park District reserves the right to close the Park for use by the Guest Organization and the public at any time that the Park District becomes aware of a danger or hazard.

Paragraph 5. Alcohol.

The Festival Theatre acknowledges and agrees to Section 7.31 of the Park District Rules and Regulations Governing Use of the Park Facilities.

Possession and consumption of bring-your-own ("BYO") wine and beer is permitted within Austin Gardens only during a theatrical performance by the Festival Theatre, subject to the following restrictions.

- (a) No person under the age of 21 years is allowed to possess or consume any wine and beer.
- (b) No signage announcing or advertising of BYO wine and beer is permitted.

- (c) BYO possession and consumption is authorized only for a time period commencing 90 minutes prior to the scheduled start of a performance and ending no later than 30 minutes after the end of a performance.
- (d) No open containers of wine and/or beer shall be removed from Austin Gardens.
- (e) Staff or volunteer in attendance during an applicable theatrical performance shall complete BASSET training by a state certified program.
- (f) Festival Theatre will pay 50% of the cost of the annual liquor license.

Paragraph 6. Supervision and Security.

The Guest Organization shall be solely responsible for the supervision of the Authorized Use. The Guest Organization shall be required to provide and bear the sole cost of any security deemed reasonably necessary by the Park District at any time. The Park District shall have no responsibility to supervise, perform, or provide security for any matter related to the Authorized Use.

Paragraph 7. Guest Organization Contractors.

If the Guest Organization hires or retains any contractor or agent (a “Guest Organization Contractor”) in connection with the Authorized Use, then the acts and omissions of any Guest Organization Contractor (or any contractor or agent retained by a Guest Organization Contractor) shall be deemed to be the acts and omissions of the Guest Organization. The Park District shall have no liability for any contract or agreement created by the Guest Organization with any Guest Organization Contractor.

Paragraph 8. Indemnification, Waiver, and Insurance.

A. Indemnification of Park District. As a condition of the rights granted to it by this Recreational Activities Affiliation Agreement, the Guest Organization shall, through counsel approved by the Park District and to the fullest extent permitted by law, hold harmless, indemnify, and defend the Park District and its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or the use of the Park by the Guest Organization, its employees, agents, and invitees or the Guest Organization Contractors (the “Claims”), including without limitation Claims arising from the Park District’s alleged negligence or fault, and litigation costs and attorneys’ fees. The Guest Organization shall notify the Park District of any Claims or potential Claims against the Park District of which the Guest Organization becomes aware promptly and in no event more than 30 days after becoming aware of such Claims. The Guest Organization’s obligations under this Paragraph shall be in addition to, and shall not be limited or waived by the availability or unavailability of, any insurance, including insurance provided by the Guest Organization or a contractor pursuant this Paragraph or insurance provided by the Park District.

B. General Waiver of Claims against Park District. As a condition of the rights granted to it by this Recreational Activities Affiliation Agreement, the Guest Organization shall waive, to the fullest extent permitted by law, any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages, or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or any use of the Park by the Guest Organization, its employees, agents, and invitees or the Guest Organization Contractor (the “Claims”), including without limitation Claims arising from the Park District’s alleged negligence or fault, and litigation costs and attorneys’ fees against the Park District.

C. Individual Waivers. The Guest Organization shall provide to the Park District individual waivers, on a form provided by the Park District, from each participant in each activity.

D. Insurance. If the Recreational Activities Affiliation Agreement requires the Guest Organization to provide insurance, then, contemporaneous with the Guest Organization’s

execution of this Recreational Activities Affiliation Agreement, the Guest Organization and any Guest Organization Contractor shall provide certificates and policies of insurance, with coverages and limits as set forth in Section 5 of the Recreational Activities Affiliation Agreement, including naming the District as an additional insured on all such policies. For good cause shown, the Park District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Park District may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the Park District. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Park District. The Guest Organization and every Guest Organization Contractor, at all times during the term of this Recreational Activities Affiliation Agreement, shall maintain and keep in force, at the Guest Organization's expense or the Guest Organization Contractor's expense, the insurance coverages provided above.

E. Reporting to Park District. The Guest Organization shall promptly report any incident causing injury to a person or damage to property to the District.

Paragraph 9. Compliance with Laws and Policies.

The Guest Organization shall use the Park only in compliance with all applicable federal, State of Illinois, Village of Oak Park, and Park District laws, statutes, ordinances, rules, regulations, and policies, including alcohol ban and use of foul language.

Paragraph 10. No Property Rights.

The Guest Organization acknowledges that the Park is the property of the District and that the Recreational Activities Affiliation Agreement creates contractual rights only and does not create an easement, a leasehold, or other real property rights. The Guest Organization further acknowledges that no prescriptive rights have arisen prior to the date of the Recreational Activities Affiliation Agreement, nor shall any prescriptive rights be deemed to arise out of the Recreational Activities Affiliation Agreement.

Paragraph 11. Park District Assistance; Joint Relationship.

A. Park District Assistance. The Park District, in its discretion, may provide staff, financial, and other assistance to the Guest Organization, including such things, for example, as providing facilities and meeting rooms and naming the Guest Organization as an additional insured on a Park District insurance policy. The Park District is under no obligation to provide such assistance to the Guest Organization. Specific assistance to be provided by the Park District, if any, shall be included in the Recreational Activities Affiliation Agreement.

B. Joint Relationship. The Park District and the Guest Organization may have determined to engage jointly in mutually beneficial activities and services. All of those activities and services, if any, shall be included in the Recreational Activities Affiliation Agreement.

Paragraph 12. General Provisions.

A. Relationship of the Parties. Except only as specifically provided in the Recreational Activities Affiliation Agreement, nothing in, or done pursuant to, the Recreational Activities Affiliation Agreement shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture between the District and the Guest Organization or any other entity.

B. Sexual Harassment Policy. The Guest Organization certifies that it has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105 (A) (4).

C. Non-Discrimination. In all hiring or employment by the Guest Organization pursuant to the Recreational Activities Affiliation Agreement, there shall be no discrimination against any

employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Guest Organization agrees that no person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by, or resulting from, this Recreational Activities Affiliation Agreement.

D. No Obligation. The Parties acknowledge and agree that the Park District is under no obligation under the Recreational Activities Affiliation Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Guest Organization.

E. Amendment. No amendment, modification, addition, deletion, revision, alteration, or other change to the Recreational Activities Affiliation Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities and representatives of the Park District and the Guest Organization.

F. Governing Laws. The Recreational Activities Affiliation Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Entire Agreement. The Recreational Activities Affiliation Agreement and these Specific Terms of Agreement constitute the entire agreement between the parties and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Park District and the Guest Organization.

H. Waiver. No waiver of any provision of the Recreational Activities Affiliation Agreement shall be deemed to or constitute a waiver of any other provision of the Recreational Activities Affiliation Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in the Recreational Activities Affiliation Agreement.

I. Assignment. The Guest Organization may not assign its rights or delegate its duties under the Recreational Activities Affiliation Agreement without the prior express written consent of the Park District.

Cheney Mansion Lease Agreement with Festival Theatre 2023-2025

The Park District of Oak Park hereby leases certain areas within Cheney Mansion to Festival Theatre (the “*Tenant*”) as of January 2023 (the “*Effective Date*”) as stated in this Lease:

WHEREAS, the Park District and the Tenant now desire to enter into this Lease to govern the Tenant’s use of the Cheney Mansion as of the Effective Date;

NOW, THEREFORE, the Park District and the Tenant

1. Leased Premises; Uses.

A. Office and Storage Space. The Park District rents to the Tenant the following described space in the house known as the Cheney Mansion (2) Offices located on the third floor as the “Leased Premises.”

B. Use of Office. The Office may be used by the Tenant for general office space and as a meeting room for the Tenant’s clients.

C. Unfurnished. The Premises are provided to the Tenant with desks, chairs and file cabinet.

2. Termination by Park District.

Termination for Convenience. The Park District may terminate this Lease on 60 days written notice for any reason and without cause.

3. Termination by Tenant.

Termination for Convenience. The Tenant may terminate this Lease on 60 days written notice for any reason and without cause.

4. Utilities, Maintenance, and General Terms.

A. As Is Condition. The Leased Premises are provided to the Tenant in “as is condition.”

B. Utilities and General Maintenance. The Park District is responsible to provide utilities and all maintenance of the Cheney Mansion.

C. Telephone and Internet. The Park District will provide two working telephone jacks in the Leased Premises. The Tenant is responsible for all fees and charges incurred for use of telephone and Internet.

D. Electricity. The Park District will provide working electrical outlets in the Office. The Tenant must not use any equipment or devices that use excessive electrical energy or that, in the Park District’s reasonable opinion, may overload the electrical wiring or interfere with electrical services elsewhere in the Cheney Mansion.

E. Heat. The Park District will provide adequate heat in the Leased Premises.

F. Exclusive Use. The Leased Premises are for the exclusive use of the Tenant during the Term and the Renewal Term if any. The Park District may not use the Leased Premises. The Tenant may not allow the use of the Leased Premises by any third party for any purpose.

G. Cleanliness and Good Repair. The Tenant must keep the Leased Premises clean and in good repair.

H. Keys. The Tenant has keys to the Cheney Mansion and the Leased Premises. The Tenant must not duplicate any key or loan any key to anyone. The Park District will provide alarm codes and alarm instructions and procedures to the Tenant.

5. Parking. Street Parking Only.

All parking for the Tenant must be on the public streets.

6. Damage to Leased Premises.

If the Leased Premises or any part of them is so damaged by fire, casualty, or structural defects that it cannot be used for the Tenant's purposes, then the Tenant, on written notice to the Park District given within 30 days after the damage is incurred, may terminate this Lease effective as of the date of the damage. In the case of minor damage to any part of the Leased Premises that does not render the Leased Premises unusable for the Tenant's purposes, the Park District will promptly repair that damage at its cost. The Tenant will be relieved from paying rent and other charges during any part of time the Leased Premises are unfit for occupancy or use, in whole or in part, for the Tenant's purposes. Any rent or other charges paid in advance for any period of non-use will be credited by the Park District against the next rent payment or, if no further rent is due, then refunded to the Tenant. The provisions of this Section 9 extend also to any occurrence that is beyond the Tenant's reasonable control and that renders the Leased Premises unfit for occupancy or use, in whole or in part, for the Tenant's purposes.

IN WITNESS WHEREOF, the Park District and the Tenant have caused this Lease to be approved and executed as of the Effective Date by its authorized representatives.

Park District of Oak Park

Acknowledged and agreed to
On behalf of the FESTIVAL THEATRE

By: _____

Jan Arnold

Name: _____

Executive Director

Title: _____