



# PARK DISTRICT of OAK PARK

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

**Thursday, March 3, 2022, 7:30pm**

## **AGENDA**

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Parks and Planning Committee – Commissioner Worley-Hood**
  - A. Environmental Sustainability Advisory Committee Annual Report Update
  - B. Oak Park Conservatory Annual Report\*
- IV. Recreation and Facility Program Committee – Commissioner Wollmuth**
  - A. Bus Bid\*
  - B. Festival Theater PACT Agreement\*
- V. Administration and Finance Committee – Commissioner Wick**
- VI. New Business**
- VII. Closed Session**

Motion to convene into closed session for the discussion of performance of a specific employee of the District.
- VIII. Adjournment**

\* Indicates information attached.

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

Update 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) 725-2000 or via email at Karen.Gruszka@pdop.org.



# Memo

To: Jake Worley-Hood, Chair, Parks and Planning Committee  
Park Board of Commissioners

From: Patti Staley, Director of Horticulture/Oak Park Conservatory

CC: Jan Arnold, Executive Director

Date: February 23, 2022

Re: Annual Oak Park Conservatory report

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## Statement

The Oak Park Conservatory has prepared the 2021 Facility Operations Report for the Oak Park Conservatory. During 2022, the Conservatory continued to adjust to the pandemic serving the public in unique ways.

## Discussion

The 2021 Facility Operations Report for the Oak Park Conservatory highlights the strengths of the Conservatory's operations. This report is a synopsis of planning and significant changes that occurred in operations for the Conservatory and the parks. Impact of data presented in the report also demonstrates future growth and innovations with respect to revenue generation, expenses, education program offerings, visitation, and collaborations.

## Conclusion

The 2021 Facility Operations Report for the Oak Park Conservatory helps to demonstrate the value of the facility to the Park District of Oak Park system, the Village of Oak Park, and surrounding communities. Patti Staley will be present at the March 3, Committee of the Whole, to present a summarized version of the report and to answer any questions the Board may have.

Attachment: Conservatory Report



## **FACILITY OPERATIONS REPORT**

**January to December 2021**

Prepared by:

Patti Staley

Director of Horticulture/Conservatory Operations

Park District of Oak Park

February 2022

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## INTRODUCTION

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During 2021, the Conservatory continued to adapt to life with Covid-19. We welcomed visitors after reopening in later January, due to a pause in programming because of Covid numbers spiking in the area. Through our programs, special events, online plant sales, successful free virtual programming, the Conservatory continues to serve the public on a daily basis. Caring for our parks and the Conservatory is the focus of staff in order to provide the upmost excellence in customer service to our patrons. The Conservatory and parks are a respite for the public as well as bringing community together.

Taking a step back to look at changes that were made in 2020 due to the pandemic, was essential as we moved forward in 2021. We carried on some new found efficiencies. Examples of some of the changes include offering online plant markets coupled with free virtual online gardening programs. This gave the opportunity to learn about plants and highlight our online markets.

The creation of a new greenhouse volunteer role replaced operations room volunteers, giving volunteers the opportunity to safely volunteer in a greenhouse environment, while helping to perform critical greenhouse work for growing.

Staff focused their landscape maintenance efforts on high visible areas in our parks. Mulching was completed in high impact areas to help prevent weed growth.

As the public adjusted, life celebrations slowly returned through limited capacity rentals following IDPH and Oak Park Public Health Department guidelines. Birthday party packages slowly returned in the last quarter of 2021 as well.

The Conservatory welcomed many new staff members, including two new supervisors.

The community enjoyed a beautiful spring display of tulips, daffodils, and spring blooming bulbs. Summer annuals were planted along with many pollinators across our parks including the new Rehm playground. The conservatory team is committed to building healthy plant communities and habitats in our parks and at the Conservatory for the public and our ecological visitors.

## VISITATION

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### Visitor Statistics

The Oak Park Conservatory welcomed 23,442 visitors in 2021. The Conservatory was closed 21 days due to the pandemic pause at the beginning of the year, reopening on January 22. A slow return of visitors was seen in the first two months of the year.

KidsFest was canceled in March, resulting in a lower visitor count than usual for March. Winter programs occurred virtually to connect with the community. As spring time approached, visitor counts began to increase, but still not back to pre-pandemic levels. Historically, May has been a higher visitor count month due to the Friends of the Oak Park Conservatory plant sale, which is now held online with plant sale pickup at Rehm Pool parking lot. Rentals also have an impact on visitor count due to smaller rental size and less rentals in 2021, compared to pre-pandemic.

The Conservatory is opened every day of the week with the exception of Mondays and select holidays. In 2021, the Conservatory was opened to the public 292 days. Weekends continue to be our busiest days followed by Fridays and Wednesdays.

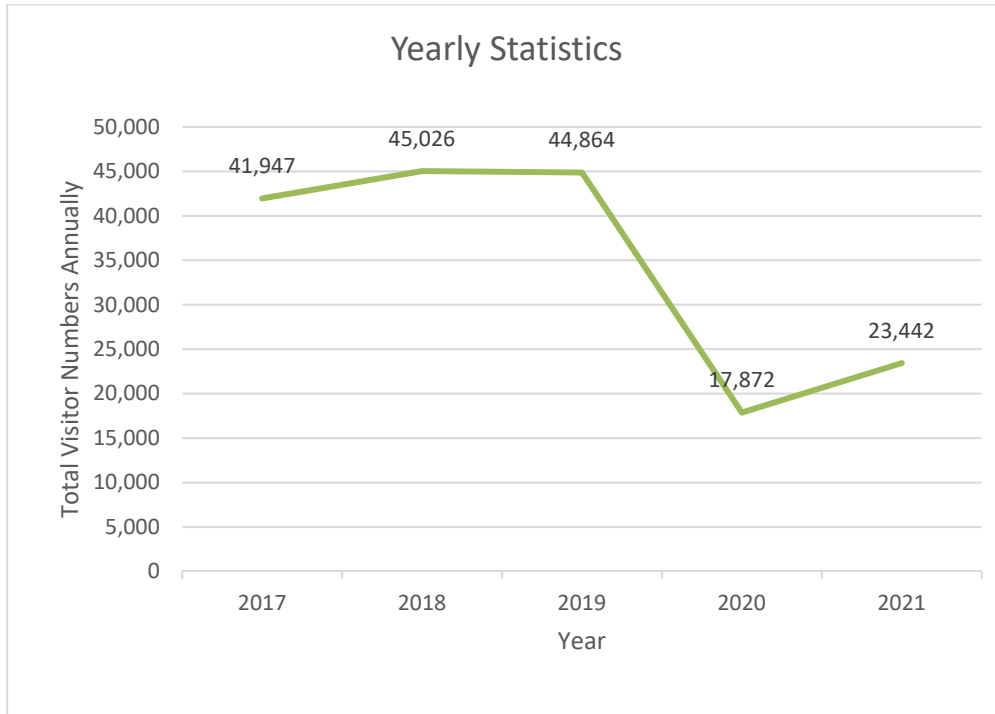
Providing a safe environment for our visitors continues to be a priority through following state and local mandates and guidelines. Face coverings were required for all visitors over the age of 2 during the year. During the last quarter of 2021, a mandatory vaccine mandate was required for all visitors over the age of 5. Our visitors continue to look towards the Conservatory as a respite during difficult times and staff have adapted to welcoming them through these new regulations.

## Visitation Statistics

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Year	Yearly Totals	January	February	March	April	May	June	July	August	September	October	November	December
2017	41,947	2,663	2,577	4,056	4,105	3,743	4,932	3,725	4,303	3,907	2,966	2,181	2,789
2018	45,026	2,410	2,055	4,038	3,660	5,145	4,894	4,541	3,893	4,557	2,977	3,762	3,094
2019	44,864	2,751	2,876	3,836	3,858	4,593	4,331	5,111	4,270	3,381	3,958	2,913	2,986
2020	17,872	3,061	3,523	3,630	0	0	76	2,104	2,450	998	1,492	438	100
2021	23,442	392	1,679	2,597	2,803	2,308	2,606	2,001	1,832	1,247	2,223	1,520	2,234





## **FINANCIAL REPORT**

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### **Expenses**

The majority of the Conservatory's expenses are wages. Wages ran in track with budget expectations for 2021. The last quarter of 2021, two vacated supervisor positions were filled promptly, which resulted with a slightly less actual wages over budgeted for 2021.

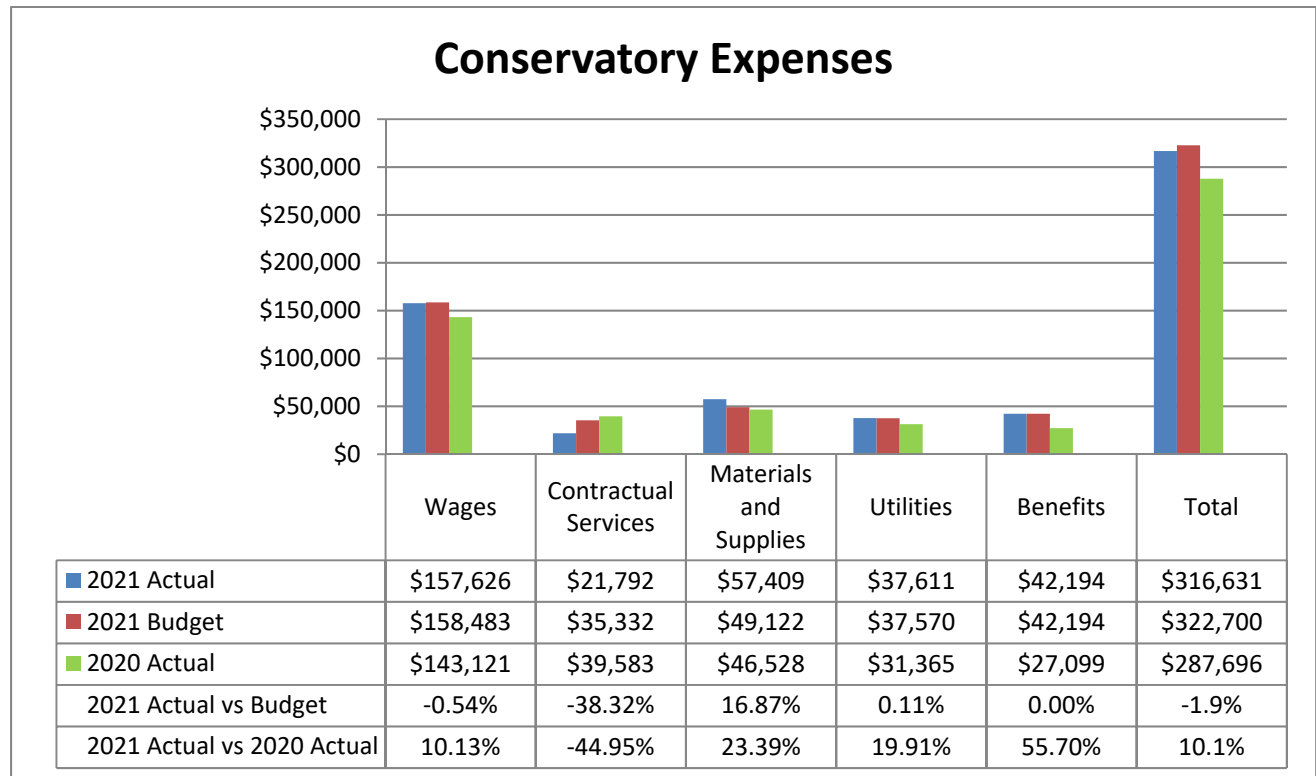
Contractual services were above budget expectations, mainly due to HVAC repairs that arose early in 2021.

Materials and Supplies saw an increase which is a direct correlation with an increase in revenue with some of our larger online plant sales and markets.

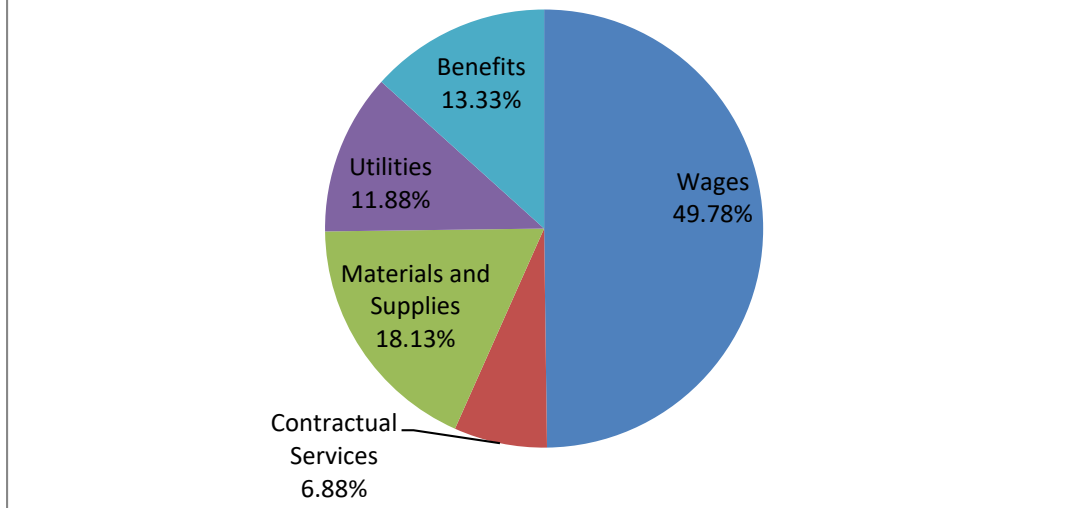


Utilities ran in line with budget expectations for 2021. Solar was added to the Conservatory center late fall of 2018. Solar at the Conservatory provides for approximately 28% of the building’s electrical costs annually.

Employee Health Insurance transfers ran in line with budgeted expectations because this is a direct transfer of funds that does not fluctuate throughout the year.



## 2021 Conservatory Expenses by Category



## Revenue Sources

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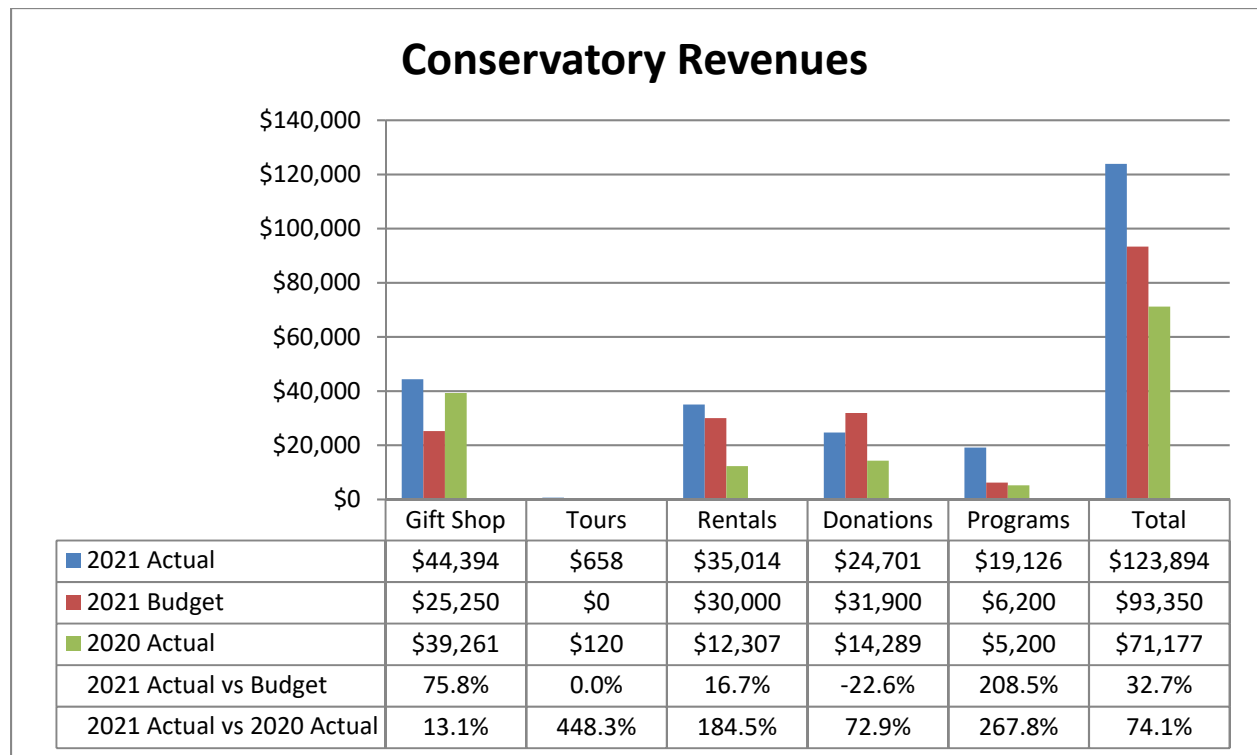
The largest source of revenue at the conservatory has become the gift shop, despite the physical gift shop closing on March 20, 2020 due to the pandemic. Gift shop space has been converted to the receptionist office and an online order pickup holding area. The Conservatory has shifted all gift shop revenue to online plant sales, markets held in the Rubinstein garden, and plant sales through a plant cart in the lobby. Our most successful growing market continues to be our Winter Greens Market. The Winter Greens Market served as a \$27K revenue source for the Conservatory. This was a 7% increase from 2020. For the second year, a partnership was developed with Dombrowski's Christmas Tree Farm to sell trees out of the Rehm Pool Parking lot while the Conservatory sold wreaths, garland, swags, winter container arrangements, and fresh cut greens to coincide with the Christmas tree sales. A new pollinator plant sale was introduced in June of 2021. Over 1,500 perennials were grown for this sale and for our parks. The sale occurred both in person and online, with stronger sales in person. Conservatory staff see this market as having growth potential over the next several years as it gains awareness in the community. Sales from the pollinator sale offset the total cost of all plants planted across our parks in 2021.

Rentals, saw a 15% increase over budgeted expectations. While rentals are still not back to pre-pandemic levels, staff see a growth potential as more people become vaccinated and adjust to the new

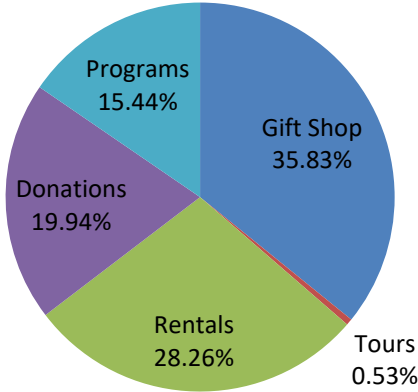
normal. A significant contributor to our rental income is children’s birthday parties. Birthday parties were not offered in 2020 due to the pandemic. Birthday parties were reintroduced in June of 2021. Limited parties booked initially. As the Covid Vaccine became available to children, party bookings increased near the end of the last quarter in 2021 and into 2022.

Donations were down 25% from budgeted expectations. The Friends contributions account for a significant portion of this budget line. Two FOPCON donations budgeted for 2021, were not carried out including the Historic Door Replacement and the Conservatory bees resulting in this budget line not being met.

Programs saw an increase in budgeted expectations due to an increase in special event attendance. Attendance numbers for special events were budgeted to be lower due to restraints complying with state and local guidelines. As guidelines were adjusted, numbers for our special events were adjusted. Fopcon’s Uncorked is included in the budget line. This ticketed event is collected by the Park District with funds given back to FOPCON.



## 2021 Conservatory Revenues by Category



### COLLABORATIONS

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#### Friends of the Oak Park Conservatory (Friends or FOPCON)

The primary collaboration for the Oak Park Conservatory is its partnership with the Friends of the Oak Park Conservatory. For the past 35 years, the Friends have been promoting the Conservatory and supporting programs through their educational outreach, volunteer coordination, and direct financial support. During 2021, the Friends continued to make great strides connecting with and expanding their donor base as well as providing programming and volunteer support at the Conservatory. The Friends annual plant sale was carried out through the growing at the Conservatory by the Park District in 2021, with over 660 orders, grossing \$46K in revenue with a \$32K net.

#### Friends Cash Contributions

Friends provided direct cash contributions to the Conservatory during 2021. Cash contributions included:

- \$2,435 Fall Fest pumpkins
- \$8,733 50% of the shared cost to reskin the Poly House
- \$3,408 direct cost for beneficial bio controls for plant sale
- \$2,263 50% of the shared cost of the copier lease agreement

### Friends Volunteer Contributions

Friends provided 3,910 volunteer hours in the areas of plant care, education, special events, operations, and committee work, the equivalent of almost 2 1/2 FTEs.

### Future of Friends Partnership

The Director of Horticulture, Friends Executive Director, President, and office staff work closely together to support each entities' strategic and departmental goals. The two partners worked closely together in 2021, to identify areas to serve the public whether from the comfort of their homes through virtual programming or in person at the Conservatory. This is a partnership that is able to offer so much to the public through dedicated staff and volunteers. Volunteers are the key to supporting many of our programs. In 2021, the Friends of the Oak Park Conservatory entered PACT agreement discussions with the Park District as both entities reviewed its needs for the future. Discussions have continued into 2022, while both entities continue working together in a successful partnership.

### **Programs & Special Events**

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In 2021, the Conservatory and FOPCON hosted virtual programming and in-person special events & programming to serve our public and attract new visitors to the Conservatory.

- May 1<sup>st</sup> Spring Open house with 100 in attendance
- Year of the Butterfly Three Saturdays in the Summer with 274 participants
- Taste of Uncorked 370 attended
- Spring and Fall Plant and Tools Exchange 57
- Fall Fest 1,697 visitors with over 1,000 pumpkins given to children
- Fright at Night 750
- Candlelight Walk 487
- Over 200 letters to Santa
- 11 Free Virtual nature and gardening lectures with 575 participants
- Weekly Story Time with over 1,400 participants
- Quick Sketch Garden Design for 29 residents

## STAFF DEVELOPMENT

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Staff at the Oak Park Conservatory focus on providing a memorable experience for visitors in our parks and at the Conservatory. Our role is two-fold, overseeing operations at the Conservatory and the landscape management in our 18 parks and facilities. Each staff member understands and practices the customer service standards of the Park District of Oak Park and does their best to make each visitor's time at the Conservatory a memorable experience. Sustainability is one of our key values that staff help to lead the charge on for our District.

The Conservatory is staffed by a series of full, part-time, and seasonal employees including: four full-time employees: Director of Horticulture, Horticultural Supervisor, Greenhouse Supervisor, and Conservatory Technician; and part-time employees: two Receptionists, two Landscape Specialists, one Bird & Fish Caretaker, and Rental Attendants. During the summer months, the Conservatory employed six seasonal staff used to assist the regular full and part-time staff with landscape maintenance needs in the parks. In 2022, staff will include a third part time IMRF position in place of two seasonal positions in order to better support the beginning of the spring season as well as late fall cleanup in the parks.

Each employee during 2021, either received or maintained their CPR/AED and First Aid certifications, alongside other mandated trainings including PDRMA's sexual harassment training and mandated reporter training. Conservatory Director and Supervisors also participate as members of the Safety Committee, Environmental Sustainability Advisory Committee, and Equity Committee.

Following are staff development and achievement highlights from 2021:

- Conservatory Director (Patti Staley)
  - Oversaw operations of Conservatory & Landscape Park Maintenance in our parks
  - Oversaw landscape maintenance at the District's natural areas: Lindberg, Austin Gardens, Field Park, and Taylor wetland performed by staff in-house
  - Oversaw prescribed burns performed in the spring and fall at Lindberg, Taylor, Field and Austin Gardens
  - Collaborated weekly with the Friends of the Oak Park Conservatory on special events and programming
  - Managed fiscal year 2021 Conservatory Budget
  - Organized and implemented special events at the Conservatory including Fall Fest, Fright at Night, Candlelight Walk, Winter Greens Market, Valentine Market, Succulent & Cacti Sale, and the Mum & Bulb Sale
  - PDOP liaison to the Environmental Sustainability Advisory Committee
  - Member of the PDOP Innovation Committee

- Horticulture Supervisor (Krista Kupperschmidt past employee/ Patrick Manieri welcomed September 2022)
  - Oversaw landscape maintenance of all park planting beds
  - Oversaw horticulture material purchasing
  - Assisted in overseeing special Conservatory events
  - Member of the PDOP Safety Committee (Krista Kupperschmidt)
  
- Greenhouse Supervisor (Kent Gentry past employee/Dusan Lepojevic welcomed in December 2021)
  - Oversaw care of the conservatory collection and production greenhouses
  - Assisted implementing special events at the Conservatory
  - Assisted in overseeing plant markets at the Conservatory
  - Expanded the Cheney Gardens volunteer group to assist in daily maintenance of the grounds and growing 529 lbs. of produce donated to local food bank
  - Member of the PDOP Equity Committee (Kent Gentry)
  
- Conservatory Technician (Mark Omi)
  - Maintained ISA arborist certification
  - Cared for our parks natural areas and landscapes
  - Maintained greenhouse systems
  - Assisted in overseeing the replacement of the poly house reskinning, to include new Wadsworth controller
  
- Landscape Technician (Dusan Lepojevic)
  - Cared for our parks natural areas and landscapes throughout the pandemic with limited staff
  - Assisted with weekend watering and care of the Conservatory collection
  - Promoted to full-time Greenhouse Supervisor position in December 2021
  
- Cheney Mansion Gardener (Olivia Smith)
  - Cared for the Cheney Mansion gardens through the summer and fall season
  - Oversaw the Cheney garden volunteers
  - Assisted Conservatory staff with weekend watering needs
  - Assisted Conservatory staff with Winter Greens Market
  
- Customer service: Receptionists & Rental Attendants, Rental Coordinator (Heather Jensen)
  - Maintained daily visitor log
  - Perform sanitation of public areas

- Coordinated and over saw 32 rentals, 16 birthday parties, and 13 photography permits
- Greeted over 23,000 visitors at the Conservatory
  
- Bird & Animal Caretaker (Chris Denne)
  - Maintained clean and healthy living environment for birds and other animals in Conservatory
  - Advised on the purchase of appropriate bird, fish, and turtle feed, as well as toys, and supplies
  - Oversaw weekend cleanliness of the facility

## **FACILITY IMPROVEMENTS**

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The following facility improvements completed at the Oak Park Conservatory in 2021:

- HVAC annual repairs
- Replaced Rubinstein room blower motor
- Replacement of two recirculating pumps
- Reskinning of the poly house with installation of Wadsworth Control
- New asphalt in poly house

## **SUSTAINABILITY**

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The following sustainability achievements occurred at the Oak Park Conservatory in 2021:

- Solar Production: 23,100 kWh, which is the equivalent of saving 418 trees is; the Conservatory solar field provides about 28% of the building's electrical usage
- Produced compost tea for organic fertilizer
- FOPCON volunteers weekly sanitized plastic plant containers for reuse
- Grew and installed over 1,500 natives and perennials to build healthy plant communities in our parks
- Piloted an alternative to growing plants in plastic pots with use of Cowpots, coir, and fiber molded pots.
- Community collection days for collecting and recycling plastic plant pots
- Installation of two bioswales at Barrie Park



## **INNOVATIONS**

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The following new events, programs, practices, and innovations occurred at the Oak Park Conservatory in 2021:

- Four raised vegetable beds built by BSA Troop 20 Eagle Scout, Alex France, for Cheney Mansion
- Cheney Mansion garden volunteer group donated 752 hours of time and 529 pounds of produce to the local food pantry
- The Conservatory's pollinator plant sale was held in June. Over 1,500 pollinator plants were grown at the Conservatory for the sale and our parks. Sales from the pollinator plant sale offset total costs for plants that are being planted across our parks this year.
- Conservatory staff landscaped the new Rehm playground with pollinator plants
- Over 4,000 daffodils and tulips planted in the parks
- Installation of Bee Skep play house and musical flowers in the Elsie Jacobsen Discovery Garden
- Conservatory staff attended Chicago Wilderness Burn Crew Training obtaining their certificate to volunteer on controlled burn crews in the Chicago region
- Plastic bag collection site in spring 2021; over 1,840 pounds collected at the Conservatory and Oak Park Temple

## **LOOKING FORWARD – 2022**

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In 2022, the Conservatory implementation of innovations and sustainability initiatives is well underway and expected to have a positive impact on how we serve the community.

The following are initiatives and procedural improvements that the Oak Park Conservatory will be investigating, evaluating, and implementing in 2022:

- Return of popular KidsFest
- New Winter Seed sale
- Expanded Spring Open house with hands on gardening info and activities
- New Summer in the Garden program on select Saturdays
- Continued free virtual gardening lectures with the Friends
- Teen camp, Horticulturist in Training
- Expanded use of sustainable plastic pot alternatives for public sales
- Conservatory north wall historic restoration design and phase 1
- Adopt a parrot program



# Memo

To: Commissioner Wollmuth, Chair, Recreation and Facility Programming Committee  
Park Board of Commissioners

From: Maureen McCarthy, Director of Horticulture/Oak Park Conservatory

CC: Jan Arnold, Executive Director

Date: February 23, 2022

Re: Bus Bid

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## Statement

Every year, the Park District offers a large number of trips. Due to the large number of vehicles required to transport our participants and resulting overall costs, we feel it is beneficial to contract with one company. On February 23, 2022 at 1:00PM we opened the bid proposals.

## Discussion

Two bids were submitted. First Student submitted a comprehensive bid packet describing the company and providing information on its history, finances, safety measures, and training methods and complied with all bidding requirements. First Student was the lowest responsible bidder: \$58 per hour minimum of 3 hours for field trips during the school year and summer camp trips. We also had pricing options for year 2 and 3 renewals. We will evaluate each year based on performance.

We have used this company the last several years and have been satisfied with their services.

## Recommendation

Staff are recommending that the Park District of Oak Park contract with First Student for bus service for March 2022 – February 2023, with the option of renewing for the next two years based on performance.



# Memo



To: Commissioner Wollmuth, Chair, Recreation & Facility Program Committee  
Park Board of Commissioners

From: Maureen McCarthy, Superintendent of Recreation

Date: February 21, 2022

Re: PACT Facility Use License Festival Theatre Agreement for 2022

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## 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 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.

## Recommendation

Staff recommends that the Board approve Festival Theatre Facility Use License Agreements provided for full execution. Staff will be in attendance at the meeting to review the PACT program application, level classification and proposed agreement as well as to answer any questions of the Board.

Attached: Festival Theater PACT Agreement

**PARK DISTRICT OF OAK PARK**

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

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 Summer 2022. Festival Theatre will have open rehearsals, programs and other events open to the residents of the Park District (the “Authorized Use”):

Access to Austin Gardens will begin on Monday, May 31, 2022 to begin the cleaning process and construction of the set. “Winter’s Tale”, will rehearse on June 15– July 12 at the following times: 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, the company will rehearse July 5-8 from 6:30-11PM, July 9 from 3-11PM and July 10 from 4-11PM. “Winter’s Tale” will preview on July 14, 15. Community Night will be held Wednesday, July 13 and a formal opening on Saturday, July 16. Performances will be Thursdays through Saturdays at 8:00 PM and Sundays at 7:00 PM. The final closing performance will be on Saturday, August 20.

Strike and removal of all equipment will take place on or by Sunday, August 21. 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.

Additionally, summer theatre camps held in partnership with the Viola Project will be hosted in the park Monday through Friday; from 9:00 AM – 3:00PM unless otherwise noted. Dates to be determined. This agreement is entered into between the Park District of Oak Park of Cook County, Illinois, recognized and existing under the Park District code of the State of Illinois (herein referred to as the “Park District” and the Oak Park Festival Theatre, an Illinois corporation (herein referred to as the “Festival Theatre”).

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 2022; 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, 2022, and expiring on December 31, 2022. 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 2022 season, 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 2022 season, there shall be no bond required from the Festival Theatre for use of the Park.

Section 5 Insurance

For the 2022 season, 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) A grant from the Austin Gardens Trust at the OPRF Community Foundation; and already paid to Festival Theatre in 2020 to be used in 2022.
- (iv) Limited trash removal and utilities.
- (v) 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.
- (vi) Access in the center to the dedicated storage room to be maintained by Festival Theater to meet all applicable codes including fire code.
- (vii) 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.
- (viii) 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 Theater shares the changes with Park District Staff.
- (ix) 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 of 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 by Monday, September 5, 2022.

- (v) At the request of the Park District, the Festival Theatre will require volunteers to complete, sign, and file volunteer application forms provided by the Park District and have a cleared background check on file with Festival Theatre.
- (vi) 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.)
- (vii) Access to the Festival Theatre's events shall be open to all interested residents of the Village of Oak Park.
- (viii) 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 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 to take place on Wednesday, July 13 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,” Wednesday, July 13” 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 Theater will complete and submit the annual Affiliate Organization’s Activity and Participation Report
- (xvi) The Festival Theater 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.



- (xix) No parking is allowed behind the Austin Gardens Environmental Education Center except one car is allowed during performances. The parked car must not spill out onto the walkway.
- (xx) 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.

Section 7. Background Checks.

A. Viola Project Staff and Volunteers.

All staff and volunteers that participate in the Viola Project (collectively “*Viola Project Staff*”) must complete a Park District-approved background-check form (the “*Required Form*”) and pass a criminal background check (a “*CBC*”) before participating in any Summer Camp activity. The Required Form may be provided by the Park District, or by the Festival Theatre if that form is approved in advance by the Park District. The Festival Theatre must complete a CBC for each Viola Project Staff member not less often than once every two years. The Festival Theatre must:

- (1) keep a list of all Viola Project Staff;
- (2) include on that list the date or dates on which a CBC was completed for each Viola Project Staff member;
- (3) prohibit any Viola Project Staff member from participating in any Summer Camp until a CBC has been completed for that Viola Project Staff member; and
- (4) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Festival Theatre representative, to the Park District stating that a CBC has been completed on all Viola Project Staff currently working in Summer Camp.

The failure of the Festival Theatre or the Viola Project to comply with the provisions of this Section 7 may disqualify the Festival Theatre and the Viola Project from running Summer Camp.

B. Park District Background Check System.

The Festival Theatre may use the Park District’s on-line volunteer background check process (“*Park District Process*”) to satisfy its obligation to obtain Required Forms and perform CBCs for volunteers. The provisions of this Subsection B apply if the Festival Theatre elects to use the Park District Process. Before a Viola Project volunteer may participate in any Summer Camp, that Viola Project volunteer must undergo a background check by filling out the volunteer background check form (“*Volunteer Background Form*”) provided on the Park District’s website at [www.pdop.org](http://www.pdop.org). The Festival Theatre must:

- (1) keep a list of all Viola Project Staff;
- (2) direct all Viola Project volunteers to complete the Volunteer Background Form;
- (3) prohibit any Viola Project volunteer member from participating in any Summer Camp until that Viola Project volunteer has completed and cleared the Volunteer Background Form; and
- (4) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Festival Theatre representative, to the Park District stating that all Viola Project volunteers currently working in Summer Camp have completed and cleared the Volunteer Background Form.

The Park District will use the information provided on the Volunteer Background Form to conduct a thorough criminal background check and determine whether the Viola Project volunteer is qualified to participate in Summer Camp. The failure of any Viola Project volunteer member to properly complete and clear the Volunteer Background Form disqualifies that Viola Project volunteer from participating in any Summer Camp. The Volunteer Background Form must be completed and cleared by all Viola Project volunteers not less often than once every two years.

#### Section 8 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.

#### Section 9 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 10 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: 2-14-22

Printed Name: Tom Arvetis

Title: Managing Director

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.

January 2022 Final