DEKALB COUNTY FOREST PRESERVE DISTRICT

RESOLUTION FP-R2026-011

A Resolution Approving a Special Event License Agreement with Afton Township for Movie in the Park at Afton Forest Preserve

WHEREAS, Afton Township has requested use of Afton Forest Preserve for its Movie in the Park event in celebration of America's 250th Birthday, to be held on Saturday, August 15, 2026, and

WHEREAS, Afton Township has secured corporate sponsorships to help offset the cost of the community event and has provided event details, including proposed safety, traffic, parking, and operational plans, and

WHEREAS, the DeKalb County Forest Preserve District desires to authorize the event subject to completion and execution of the required Special Event License Agreement, insurance requirements, permits, approvals, and any other conditions required by the District.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Forest Preserve District Commissioners that the Special Event License Agreement with Afton Township for the Movie in the Park event at Afton Forest Preserve is hereby approved, subject to final review, completion of all required documentation, and compliance with District requirements.

APPROVED THIS 17TH DAY OF JUNE, 2026 A.D.

ATTEST:

Tasha Sims, Secretary
DeKalb County Forest Preserve
District Commissioners

SIGNED:

John Frieders, President
DeKalb County Forest Preserve
District Commissioners

MOVIE IN THE PARK UPDATE FOR AFTON FOREST PRESERVE BOARD MEMBERS

AFTON TOWNSHIP
MOVIE IN THE PARK
CELEBRATING AMERICA'S 250TH BIRTHDAY

Project Update to the Afton Forest Preserve Board Members

Good evening, Afton Forest Preserve Board Members:

Afton Township has been actively preparing for **America's 250th Birthday Celebration and Movie in the Park**, which will be held at Afton Forest Preserve on **Saturday, August 15, 2026**.

I wanted to provide the Board with an update on the planning efforts since our last discussion and to share several exciting developments regarding the event.

Sponsorship Support

We are pleased to report that Afton Township has secured **more than $6,000 in corporate sponsorships** to help offset the cost of this community event. The support received from local businesses demonstrates the enthusiasm and interest surrounding this celebration and helps reduce the financial impact on taxpayers.

Food Vendors and Concessions

One of our original goals was to attract multiple food trucks to the event. Because this is the first year of the event, several vendors were hesitant to commit without an established attendance history.

As a result, attendees will be encouraged to bring picnic baskets, lawn chairs, and blankets to enjoy an evening outdoors with family, friends, and neighbors.

In addition, **Trinity Lutheran Church of DeKalb** will be providing traditional movie concessions, including:

- Hotdogs
- Popcorn
- Snow Cones
- Cotton Candy
- Assorted Movie Candies

Proceeds from these sales will support the church's annual Vacation Bible School program, a community tradition that has served local families for more than fifty years.

Movie Licensing

Afton Township has secured the right to publicly show **Zootopia 2** and has entered into an agreement with **Swank Motion Pictures** to ensure full compliance with public performance licensing requirements.

Proposed Fireworks Display

An Afton Township resident adjacent to the Forest Preserve is willing to allow Afton Township to contract with a licensed fireworks company to discharge the fireworks from their private property.

Afton Township understands and respects that fireworks are not allowed to be discharged on Forest Preserve property. Fireworks may still be discharged from adjacent private property, provided all proper approvals, permits, and safety requirements are met.

We respectfully request the Board's approval to include the fireworks display in the evening's activities.

Event Safety and Operations

Several measures are being implemented to help ensure a safe and enjoyable event:

- Temporary lighting will be installed near the entrance and parking areas.
- Coordination is underway with the **DeKalb County Sheriff's Auxiliary** regarding traffic control and event support.
- Afton Township will also be consulting with the **DeKalb Fire Department** regarding any safety requirements associated with the event and proposed fireworks display on the adjacent private property.

- Event parking, traffic flow, and emergency access plans are currently being finalized. I have included a site map.

Marketing and Community Outreach

To promote the event throughout the Township, Afton Township will be utilizing multiple outreach methods, including:

- 4-foot by 8-foot promotional banners placed throughout the community.
- Direct mailings to Afton Township residents.
- Social media and website announcements.
- Community partner outreach.
- Press Release to local media outlets.

Afton Township residents will receive the first opportunity to reserve tickets for the event. Approximately thirty (30) days before the event, any remaining tickets will be made available to the general public.

Lease Agreement Review

Our legal counsel has completed a review of the Special Event Lease Agreement for the use of DeKalb County Forest Preserve District property. Several revisions and clarifications have been suggested, although no substantial modifications were recommended.

We will continue working cooperatively with Forest Preserve staff to finalize all necessary documentation.

Invitation to the Board

As a small token of appreciation for your continued support and partnership, Afton Township plans to provide members of the Afton Forest Preserve Board with complimentary tickets and extend an invitation to attend this special community celebration.

We hope you will join us as we celebrate America's 250th Birthday and enjoy an evening with residents from throughout the community.

Thank you for your time, consideration, and continued support.

Respectfully submitted,

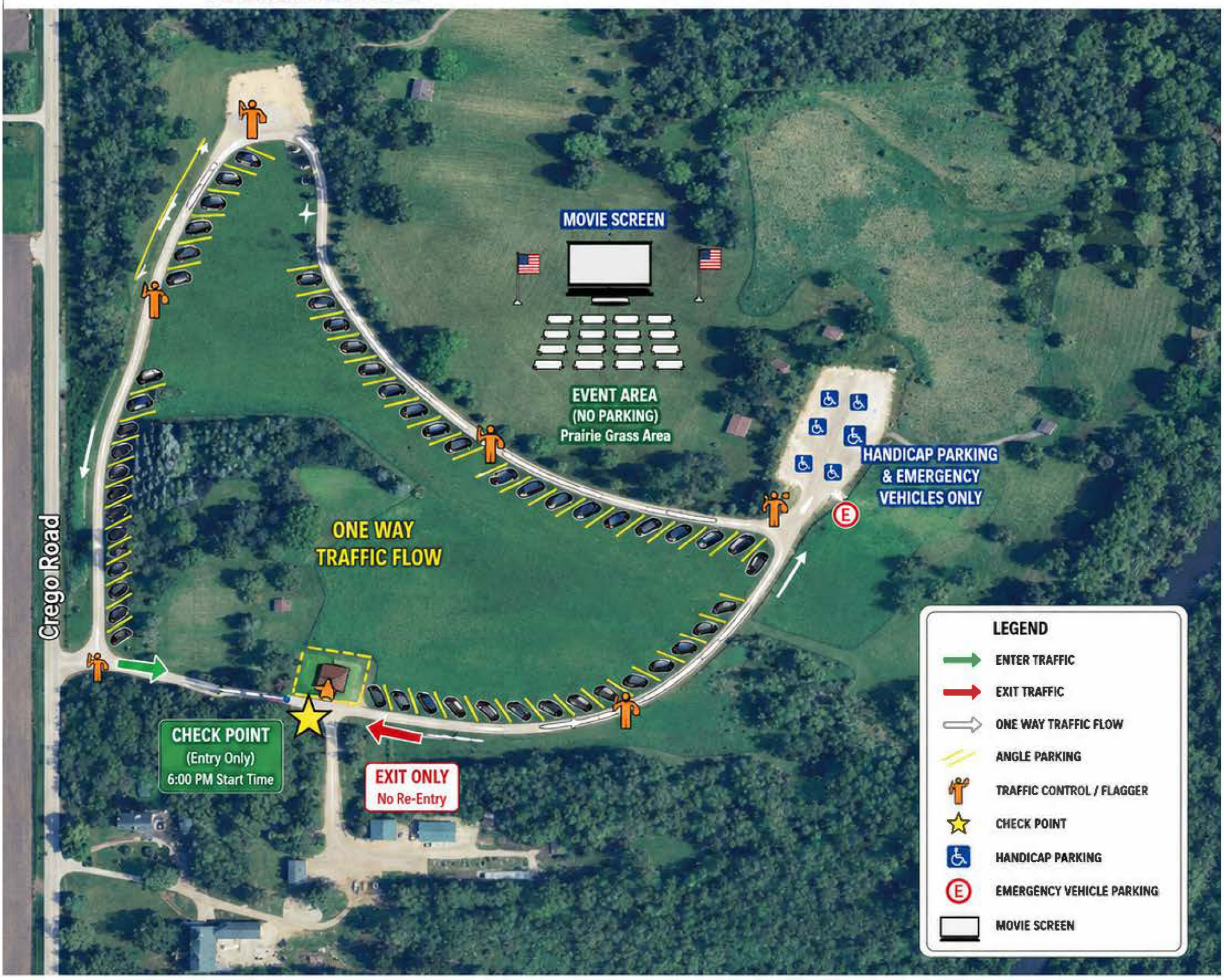
Randy J. Bourdages
Supervisor
Afton Township

BANNER DESIGN

MOVIE SCREEN LOCATION

AFTON TOWNSHIP
Est. 1856
250
AMERICA'S BIRTHDAY

AFTON TOWNSHIP MOVIE IN THE PARK
IN CELEBRATION OF AMERICA'S 250TH BIRTHDAY
EVENT SECURITY & TRAFFIC CONTROL PLAN



EVENT DETAILS

DATE:	Friday, August 15, 2026
GATES OPEN:	6:00 PM
MOVIE START:	7:15 PM
MOVIE:	Zootopia 2 (147 minutes)
FIREWORKS:	Immediately following the movie
EXPECTED ATTENDANCE:	250 – 300 People
LOCATION:	Afton Forest Preserve Afton Township

TRAFFIC & PARKING PLAN

- All vehicles ENTER at the south entrance off Crego Road and proceed in a ONE WAY direction around the park.
- Angle parking is permitted ONLY along the paved/gravel road to maximize parking capacity.
- The interior fields are prairie grass and NOT available for parking.
- Handicap parking and emergency personnel parking are located in the main gravel lot.
- All vehicles EXIT at the south end and return to Crego Road.
- No re-entry once exited.

SECURITY & SAFETY PLAN

- Check point at entrance building for traffic screening and event information.
- DeKalb County Sheriff's Auxiliary will assist with traffic control in and out.
- Traffic control personnel (flaggers) positioned throughout the loop for safe vehicle flow.
- Emergency access maintained at all times.
- No parking in the event field area.
- Attendees walk from parking areas to the event field.

Enjoy the Movie and Fireworks!

Happy 250th Birthday, America!

ADDITIONAL NOTES

- Please follow posted signage and the directions of traffic control personnel.
- Be courteous to other guests and park safely within marked areas.
- Help keep Afton Forest Preserve beautiful – please clean up and dispose of trash in receptacles.

QUESTIONS OR CONCERNS

Contact Afton Township
815-756-4255
info@aftontownship.com

THANK YOU FOR HELPING MAKE THIS A SAFE, FUN, AND MEMORABLE CELEBRATION!

License Agreement to Use DeKalb County Forest Preserve District Property for Special Event

This License Agreement ("Agreement") is made this _____ day of _____, 20__, by and between the DEKALB COUNTY FOREST PRESERVE DISTRICT, an Illinois Forest Preserve District ("District") and Board of Trustees of Afton Township, Illinois ("Licensee"). District and Licensee are hereinafter sometimes individually referred to as "Party" and collectively as the "Parties."

Recitals

a. The District owns property commonly known as Afton Forest Preserve located in DeKalb, Illinois ("Park").

b. Licensee desires to use this site within the District to host the 20__ (list the "Event").

c. This License Agreement is not intended to create or imply a joint function, joint venture, or joint enterprise between Licensee and the District.

d. The District is willing to grant to Licensee permission to use Afton Forest Preserve for the "Event", based on and subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. Subject to the terms and conditions contained in this Agreement, the District grants to Licensee a license (the "License") to use portions of the Property as designated by the District to host the Afton Township Movie Night on the dates and during the hours specified as follows:_____

3. Licensee shall pay District $0 Dollars (0 $) for the License fee for use of the License Space for the License Term, and _____Dollars ($) to sponsor a District event in 20__.

4. Licensee shall be responsible for damage to District property caused by the negligent or wrongful acts or omissions of Licensee, its officers, employees, agents, contractors, volunteers, vendors, or invitees, ordinary wear and tear excepted. Licensee shall promptly notify the District of any such

damage and shall reimburse the District for the reasonable costs of repair attributable to such damage.

5. Securing the parking areas for the Event will be the responsibility of Licensee. At the conclusion of the event set up, no vehicles other than emergency vehicles or event carts will be permitted in the Forest Preserve. All event staff and volunteers must park in lots designated by the Licensee.

6. Licensee is solely responsible for any and all supervision and security services associated with its use of the Property.

7. Licensee shall comply with all applicable local, state, and federal laws, including, but not limited to the Americans With Disabilities Act (ADA). Licensee shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA compliant units in a designated area in the form of portable units. Licensee shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

8. Licensee may use the picnic tables currently located in the Park during the Event. Licensee will provide garbage containers and the labor to empty garbage containers and pick up litter throughout the duration of the Event.

9. Licensee shall establish a written emergency evacuation plan for the Event in case of inclement weather. Licensee shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the District, and Dekalb County Sheriff Department. This plan shall be attached to and incorporated as part of this agreement as **Exhibit A.** Licensee is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause.

10. Licensee is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, Licensee certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. Licensee shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, etc, from known safety hazards or potential risks. Licensee shall promptly advise the District of any known safety hazards or potential dangerous condition. Nothing herein shall be construed as Licensee assuming responsibility for latent defects or pre-existing dangerous conditions on the Property not created by Licensee.

11. Licensee shall have the sole responsibility and authority for contracting with the Event vendors and exhibitors, and shall determine the fees to be charged to the Event vendors and exhibitors. The District reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event vendors and/or exhibitors prior to and during the Event with respect to their compliance with this Agreement.

12. Licensee shall require all Event vendors and exhibitors of the Event to comply with all applicable local, state, and federal laws, regulations and ordinances.

13. Licensee fully understands and agrees that the District does not assume the care, custody, or control of any personal property or equipment brought upon the Property. Licensee is solely responsible for the care, custody, and control of any and all property or equipment brought onto the property.

14. Licensee fully understands and agrees that the District does not assume any liability for property lost, damaged, or stolen on District Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during Licensee's use of any District property.

15. Licensee must provide copies of all necessary insurance certificates, and alcohol permits to the District by_____, 20__.

Insurance and Indemnification

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance
Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District.

If Licensee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, **liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than $1,000,000 per occurrence.**

Licensee must provide proof of all necessary alcohol permits to the District by _____, 20__.

B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

If the District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any District facility, Licensee shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for advance written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.

Failure to maintain the required insurance may result in termination of this use agreement at the District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

c. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation **of** insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Licensee shall indemnify and hold harmless . the District, its officers, employees, agents, and volunteers from and against claims, damages, losses, and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Licensee, its officers, employees, agents, contractors, volunteers, vendors, or invitees in connection with the Event.
Licensee shall not be responsible for claims arising from the negligent or wrongful acts or omissions of the District, its officers, employees, agents, or volunteers.
Nothing contained herein shall be construed as a waiver of any defenses, immunities, or limitations of liability available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or otherwise provided by law.

Nothing in this Agreement shall be construed to waive, limit, or modify any immunities, defenses, or limitations of liability available to either Party, its officials, employees, or agents under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., or any other applicable law.

F. Vendors

All Event vendors shall be subject to all the requirements stated herein. Licensee agrees that it shall maintain, and it shall cause each of its vendors who will be participating in the Event to maintain general comprehensive liability insurance, naming the District as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the District. Any insurance or self-insurance maintained by the District shall be in excess of the Vendor's insurance and shall not contribute with it.

4. Early Termination

. The District reserves the right to terminate this Agreement for material breach, unsafe conditions, emergency circumstances, or other legitimate public safety concerns. Except in emergency circumstances requiring immediate action, the District shall provide Licensee with reasonable written notice of any alleged breach and an opportunity to cure, if curable.

In the event the Property becomes unavailable due to weather, emergency conditions, or circumstances beyond the District's reasonable control, the Parties shall cooperate in good faith regarding cancellation, postponement, or modification of the Event.

5. No Third Party Beneficiary

This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who in not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

6. Governing Law

In the event of a dispute between the Parties, the Parties hereby acknowledge that the laws of the State of Illinois shall govern the dispute. If either Party feels it is necessary to adjudicate any claim related to this agreement, the proper venue shall be a court located in DeKalb County, Illinois.

7. Non-assignment

This agreement may not be assigned by either party unless consented to in writing by both parties.

8. Amendment

This agreement not be amended unless in writing and signed by both parties.

In witness whereof, the undersigned parties have hereunto executed or caused to be executed this contract as of the following date:

DeKalb County Forest Preserve District

By: _____

Its:_____

Date: _____

By: _____

Its: _____

Date: _____

Afton Township

By: _____

Its:_____

Date: _____