KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING AGENDA

WEDNESDAY, MARCH 2, 2022 6:00 P.M.

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through February 28, 2022
- VI. Review of Special Use Permits
- VII. 21-22 KCFPD Bow Hunt CWD Management Program Report
- VIII. Aurora University Internship Agreement Education Department Intern
- IX. Facility Rentals Contract Integration Special Events Insurance Requirements Survey and Horse Arena Contract Development
- X. Pickerill Estate House KCFPD General Use Ordinance and Kendall County Liquor Ordinance Amendment
- XI. KCFPD General Use Ordinance -Proposed Designated Use Areas for Use of Unmanned Aerial Vehicles (UAV)
- XII. Other Items of Business
 - FY21 Audit Updates
 - Vehicle and Equipment Discussions and Recommendations
 - Review and Discussion of a Contracted Mowing Quote for All District Turf Areas
- XIII. Public Comments
- XIV. Executive Session
- XV. MOTION: Approval to Forward Operating Committee Executive Session Minutes to Commission for Approval, under Recommendation to Retain the Confidentiality of all Operations Committee Executive Session Minutes Presented for the Following Committee Meeting Dates: 8/1/2018; 3/4/2020; 1/6/2021
- XVI. Adjournment

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: 21-22 KCFPD CWD Bow Hunt Program Results

Date: February 1, 2022

Below are the harvest details from the 21-22 KCFPD Bow Hunt Program:

Baker Woods: 2 doe, 1 buckFox River Bluffs: 2 doe, 2 buck

• Freeman: 1 doe

• Henneberry: 1 doe, 1 buck

Hollenback: 2 buckJay Woods: 1 buck

Lyon-Richard Young: 1 buckMaramech / Little Rock Creek: 5

doe, 1 buck

• Millbrook North: 3 doe, 4 buck

• Millbrook South: 3 doe

• Pickerill-Pigott: 6 doe, 5 buck

River Road: 1 buck

October: 13November: 20December: 4

January: 5

Total: 42

There were 92 program participants with 32 reporting a successful harvest. Currently one of the harvests (doe at Pickerill-Pigott) tested positive for Chronic Wasting Disease (CWD).

Out of the 92 participants, 24 have completed the end of season survey. All responses indicated that they would be interested in participating in the 22-23 season.

Below are highlights of the "additional comments" section:

"Been in the program for two years. I feel the program is run well. Communication with us via (text,phone,email) has been great. Hope program continues and can't wait until next year."

"I appreciate you guys running this program! It allows my family and I to hunt closer to our houses and put meat in our freezer. We have some people on camera walking through our zones to get to open zones. That is the only frustration that we have. Other than that, the program has been great!"

"You do an incredible job running your program. I am thankful to be a part of it and look forward to hunting Baker woods again next season. Thank you."

From: Stefanie Wiencke, Environmental Education and Special Projects Manager

RE: Aurora University Affiliation Agreement – Student Field Experience Placements

Date: March 2, 2022

Aurora University has again expressed interest with the Natural Beginnings Early Learning Program for hosting a student field experience.

This will be the third student intern placed in the program. Interns extend support that enhances program quality and instruction while providing a meaningful and impactful learning opportunity for students interested in the field of early childhood learning.

The District has received the Affiliation Agreement. This is a standard form of agreement that allows the District to host interns from the University.

Recommendation:

District staff recommends approval of a motion to forward the Affiliation Agreement to Commission for approval at the March 15, 2022 Commission meeting.

AURORA UNIVERSITY Affiliation Agreement

This is an Agreement by and between KENDALL COUNTY FOREST PRESERVE DISTRICT, KENDALL COUNTY, ILLINOIS (legal name of Agency name; hereafter called the Agency) located in Yorkville (city), Illinois (state), and AURORA UNIVERSITY, Aurora, Illinois (hereafter called the University).

The purpose of this Agreement is to specify the terms and conditions under which the University endorses and Agency provides field experience for selected student learning.

The parties agree as follows:

I. ENTIRE AGREEMENT:

- 1. This Affiliation Agreement accompanied by Schedule A defining the terms of specific field experience including, but not limited to, schedules, duties, learning outcomes, and Agency and University requirements, constitutes the entire Agreement.
- 2. This Affiliation Agreement is the only Agreement between the parties and supersedes any prior Agreements.
- 3. This Affiliation Agreement must be fully executed prior to students beginning a field experience at the Agency.

II. GENERAL TERMS AND CONDITIONS:

- 1. The number of students placed each year will vary with the needs of the University for field experience placements and the ability of the Agency to supply appropriate student internship openings.
- 2. Stipends and scholarships notwithstanding, internship placements are not considered paid employment.
- 3. The Agency and the University shall retain their respective rights, privileges, powers, and functions as autonomous entities. Their legal, financial, education, and administrative policies and procedures shall be unaffected by the terms of this Agreement, except as is expressly provided for herein.
- 4. University faculty and students shall not be deemed or considered employees of the Agency and shall not replace Agency staff or render client services except as identified and delineated in the program of learning.
- 5. There shall be no discrimination against any persons on the basis of race, religion, sex, national origin, ancestry, age, marital status, handicapping conditions, or any other status protected under federal, state or local laws.
- 6. The parties shall maintain the confidentiality of records, data and other information deemed confidential by either party.
- 7. The parties agree to indemnify and hold each other harmless, to the fullest extent permitted by law, from any liability, claim, demand, judgement or costs, including reasonable attorney's fees, arising out of or in connection with the acts, errors, omissions, work, or service of their respective employees/students/agents.
- 8. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

- 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
- 10. The parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the University's students who train at the facility pursuant to this Agreement.
- 11. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
- 12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 13. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 14. This Agreement shall be binding upon the parties, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
- 15. The captions contained in this Agreement are for convenience of reference only, and do not define, describe, or limit the scope of this Agreement or any of its provisions.
- 16. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or such other address as either party may request, in the case of the University, by notifying the Agency, and in the case of the Agency, by notifying the University.

If to the University:

Aurora University
Attention: Vice President for Finance
347 S. Gladstone Ave
Aurora, IL 60506

Facsimile: 630-844-3777

If to the Agency:

Kendall County Forest Preserve District Attention: Executive Director 110 W. Madison Street Aurora, IL 60560 Email: kcforest@co.kendall.il.us

III. TERM AND TERMINATION

This Agreement shall be effective from March 15, 2022 and remain in effect for three years from the effective date unless terminated. Either party may terminate this Agreement, with or without cause, upon giving thirty (30) days prior written notice. This Agreement may be terminated at any time by the mutual

Agreement of the parties, in writing. In no case will the termination be effective before the completion of a specific program of instruction or the University semester or term in which notice is given.

In witness thereof, the parties hereunto apply their authorized signatures:

AURORA UNIVERSITY by:	AGENCY by:
Vice President for Finance	Judy Gilmour
Printed Name	Judy Gilmour Printed Name
Timed Name	1 I lined I value
	<u>President</u>
Title	Title
	March 15, 2022
Date	Date
Dean of Academic Unit	David Guritz
	David Guritz
Printed Name	Printed Name
	Executive Director
Title	Title
	March 15, 2022
Date	Date

Aurora University Affiliation Agreement Parks and Recreation - Schedule A

This Schedule A forms a part of the Entire Agreement for Agreement 22-03-001

I. ACADEMIC PROGRAM CONTEMPLATED BY THIS SCHEDULE A:

Bachelor of Science in Parks and Recreation Leadership

II. LEARNING OUTCOMES, ASSESSMENTS:

- 1. The University is responsible for the academic quality of the field experience.
- 2. The University is responsible for establishing learning outcomes consistent with both program objectives and the field experience.
- 3. The University shall deliver the learning outcomes to both the student and Agency before the commencement of any field experience.
- 4. The University will solicit the Agency supervisor's appraisal of student performance in accordance with the aforementioned rubric. However, the University retains sole discretion and responsibility for assignment and assessment of the field experience learning outcomes.

III. UNIVERSITY RESPONSIBILITIES:

- 1. To ensure that students engaged in field experience are properly registered students of the University.
- 2. To establish a protocol for University supervision of student performance and the achievement of academic objectives.
- 3. To assist the student in setting realistic goals and objectives consistent with practicum outcomes and student's needs.
- 4. To consider the skill level and interests of the student when placing a student with a particular Agency and to assign to the Agency only those students who have satisfactorily completed the prerequisite portions of the curriculum.
- 5. To provide the Agency with pertinent material about the student and the nature of experience desired.
- 6. To provide evaluation forms for Agency use in evaluation of the student.
- 7. To supervise the student and site supervisor as required during the internship.
- 8. To place the University students through directed HIPAA Training to fulfill stated HIPAA requirements. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards

for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.

- 9. To require students to comply with the rules and regulations of the Agency in which they are placed.
- 10. To require students to follow all instructions and directions given by the Agency supervisor in compliance with the Agency's written policy.
- 11. To agree that students will be subject to dismissal from the placement if continuing in the clinical experience jeopardizes the welfare of the Agency clients, pupils, customers, or employees.
- 12. To provide and execute an escalation policy for students to report their concerns with the placement or activities they are asked to perform.
- 13. To provide the student and Agency access to all necessary forms and a calendar of field events and deadlines.
- 14. To establish a clear understanding with students that they are not considered employees of the Agency and are responsible for their own incidental costs including, but not limited to, living expenses, transportation, uniforms, and equipment.
- 15. To advise students that in case of an accident involving the student, the student is responsible for his/her own medical health insurance and any related medical costs. The Agency is not required to provide free medical care to the students.
- 16. To advise students it is the student's responsibility to determine a work schedule in conjunction with the Site Supervisor and meet the clinical requirements noted in the practicum documentation.
- 17. To require that students must sign a statement of confidentiality and adhere to these standards throughout their clinical field experience. Students violating this agreement will be suspended from the clinical rotation pending a hearing and subject to additional disciplinary action, if warranted, on behalf of the University.
- 18. To require that students have on file with the University current health forms and immunizations, including Hepatitis B Vaccine or waiver and to provide evidence of health insurance to the Agency.
- 19. To provide general liability insurance with a limit of not less than \$1 Million per occurrence and \$3 Million in the aggregate for injuries and damages including the liabilities associated with the indemnification cited in the controlling Agreement.
- 20. To provide limited professional liability insurance for faculty and students with limits of not less than \$1 Million dollars per occurrence or claim and \$3 Million dollars in the aggregate.

IV. AGENCY RESPONSIBILITIES:

- 1. To supervise University students in all clinical field rotations in compliance common usage for direct supervision.
- 2. To instruct and provide students with a variety of experiences and opportunities within the scope of services offered by the Agency.
- 3. To assign qualified, full-time, professional staff to supervise the student.
- 4. To communicate openly with the student and University to ensure a comprehensive quality learning experience.
- 5. To inform the University Supervisor if a job offer is made to and accepted by the student.
- 6. To complete all evaluation forms and submit them to the University's field experience supervisor on the designated dates.
- 7. To not discriminate against the student on the basis of race; color; creed; gender; national origin; physical, mental or sensory disability; marital status; sexual orientation; or military status.
- 8. The Agency may request the University to withdraw any student from the clinical education program whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Agency, or whose health status is hazardous to the Agency's patients or personnel or is detrimental to the student's successful completion of the clinical education assignment.
- 9. To provide general liability insurance with a limit of not less than \$1 Million per occurrence and \$3 Million in the aggregate for injuries and damages including the liabilities associated with the indemnification cited in the controlling Agreement.
- 10. In the event that a work stoppage occurs during the time students are assigned, the students will assume the role of neutral persons and maintain an uninvolved status with respect to the work stoppage.
- 11. In the event that a work stoppage continues for more than five work days, the University may make arrangements for an appropriate substitute field placement at another Agency.

AURORA UNIVERSITY by:	AGENCY by:
Vice President for Finance	Judy Gilmour
Printed Name	Judy Gilmour Printed Name
Title	President Title
Date	March 15, 2022 Date
Dean of Academic Unit	David Guritz
Printed Name	David Guritz Printed Name
Title	Executive Director Title
	March 15, 2022
Date	Date

From: David Guritz, Executive Director

RE: Special Events Insurance Requirement Survey and Event Venue Contracts

Date: March 2, 2022

Kendall County Forest Preserve District completed a survey of similar public agencies to determine whether other public entities require citizens renting public facilities for larger events, including events where alcohol is served by licensed and insured catering or bartending service firm.

No other government entity surveyed required clients to purchase special event and/or liquor liability insurance.

Entities surveyed included:

- 1. Forest Preserve District of DuPage County
- 2. County Forest Preserve District of Will County
- 3. Forest Preserve District of Kane County
- 4. Oswegoland Park District
- 5. Fox Valley Park District

A detailed report is attached to this cover memo.

Recommendations:

District staff recommends not instituting a new policy that would require event venue clients secure additional insurance.

District staff recommends forwarding this discussion to the Committee of the Whole for consideration, with final direction submitted to the KC-SAO necessary to finalize all facility rental contracts.

This should include a recommendation to compose a new facility use agreement for permitted use of the horse arena at Harris Forest Preserve specific to equestrian groups and events hosted at the preserve.

Certificate of Insurance Guidelines

Forest Preserve District of DuPage County

Venues include: Forest Preserve Shelters, St. James Farm, Danada House, Mayslake Peabody Estate, Frederick Graue House, Maple Meadows Clubhouse https://www.dupageforest.org/things-to-do/host-an-event

- Certificate of Insurance required if events are catered or alcohol will be served.
 Only full-service caterers capable of providing all service (food and beverage), staff, alcohol and bartenders, and rental (linen, china, flatware, glassware) are permitted to execute events. If alcohol is served at the event, the selected caterer must have a current liquor license and meet local ordinances. Guests may not serve themselves and shots/kegs are not permitted.
- Renters are not required to purchase additional insurance for their event.

County Forest Preserve District of Will County

Venues include: Forest Preserve Shelters, Four Rivers Environmental Education Center, Isle A La Cache Museum, Plum Creek Nature Center https://www.reconnectwithnature.org/Preserves-Trails/Facility-Shelter-Rentals https://www.reconnectwithnature.org/preserves-trails/facility-shelter-rentals/four-rivers-wedding-faq

- A catering kitchen is available at the Four Rivers venue. Renters must use a
 caterer from an approved list to provide meal and bar services. Food may not be
 brought in unless it comes from a vendor on the list. Approved cateres have the
 appropriate license and insurance certificates on file.
- There is no additional insurance that is required to be purchased. However, it is strongly recommended that you look into one-day event coverage for yourself and the venue. Check with your personal insurance company for information.

Forest Preserve District of Kane County

Venues include: Forest Preserve Shelters, Barbara Belding Lodge, Creek Bend Nature Center, Camp Tomo Chi Chi Knolls https://kaneforest.com/rental-facilities

No homemade food is permitted. All food must be purchased through a caterer or restaurant/licensed commercial food establishments. And caterer or restaurants providing on-site food service must provide a Certificate of Insurance stating "The Forest Preserve of Kane County is named as an additional insured." Alcohol is permitted on the premises, but must be served by an insured and licensed caterer or bar service. All caterers or bar services serving alcohol must provide a

Certificate of Insurance stating "The Forest Preserve District of Kane County is named as an additional insured."

• Renters are not required to purchase additional insurance for their event.

Fox Valley Park District

Venues include: Blackberry Farm, Red Oak Nature Center, Orchard Valley Golf Course https://www.blackberryfarm.info/wp-content/uploads/sites/2/2021/11/BBF WeddingPackageRequestForm 2022.pdf

https://www.foxvalleyparkdistrict.org/wp-

content/uploads/2019/01/FacilityRentalRegulations 2019.pdf

- Catering and Bartending Vendors must list the Fox Valley Park District as the Certificate Holder, have a minimum of \$1,000,000 coverage and have Dram Shop/Liquor liability coverage.
- Groups may be required to provide proof of insurance.

From: David Guritz, Executive Director

RE: Pickerill-Pigott Estate House - Proposed General Use Ordinance and

Kendall County Liquor License Ordinance Revisions

Date: March 2, 2022

Recommendation 1:

Request Kendall County approval for adding the "Pickerill Estate House" to the authorized locations provisions under the Class "I" Liquor Control Ordinance #2020-03.

i) Class "I" Licenses which shall authorize the retail sale of alcoholic liquor within the County by a "caterer" as defined in the Liquor Control Act of 1934 as amended on the premises owned by the Kendall County Forest Preserve District commonly known as "Ellis House" and the "Meadowhawk Lodge" for consumption within 250 feet of the "Ellis House" and the "Meadowhawk Lodge" buildings owned by the Forest Preserve District during times when food is dispensed for consumption within 250 feet of the building from which food is dispensed and only as an incidental part of food service that serves prepared meals, which excludes the serving of snacks as the primary meal for private and public functions. Liquor shall not be served nor shall it be consumed inside horse stables of these Forest Preserve District properties. Licensee shall provide proof of general and liquor liability insurance which shall name the Kendall County Forest Preserve District as an additional insured. Sale of alcoholic liquor to the licensee shall only be made at the registered office of the licensee. A Class "I" License shall authorize the holder to engage in the retail sale of alcoholic liquor as described above at both the "Ellis House" and the "Meadowhawk Lodge" without the need to apply for separate licenses.

All those already holding a Class "I" license at the time of the enactment of this 2012 revision shall automatically have the right to utilize the license at both the "Ellis House" and the "Meadowhawk Lodge", in the same manner as if they were obtaining the license after the revision date. Further, All Class "I" licenses currently held at the time of the 2012 revision shall expire at the current expiration date displayed on such licenses and thereafter have to be renewed as set forth in this Ordinance.

Recommendation 2:

Add the "Pickerill Estate House" to the Chapter VI - Section IV d. exceptions under the District's General Use Ordinance #18-09-002:

No person shall upon or in connection with any Property of the District:

Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof, with the following exceptions:

Alcoholic beverages may be consumed at Ellis House at Baker Woods Forest Preserve, and Meadowhawk Lodge at Hoover Forest Preserve within 250 feet of these buildings as part of an approved facility rental agreement, which includes the service of prepared meals, with the service of alcohol exclusively controlled by:

- 1. A catering business enrolled in the Kendall County Forest Preserve District's Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;
- 2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;
- 3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or
- 4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

All entities serving alcohol on Forest Preserve property must satisfy District insurance requirements.

From: Antoinette White, Grounds and Natural Resources Division Supervisor

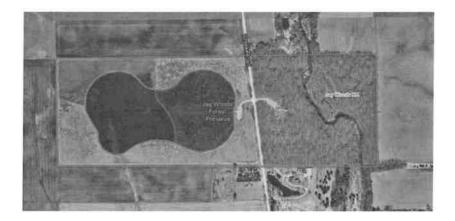
RE: UAV Recommended Preserve Areas

Date: March 2, 2022

Below is a recommendation of preserve areas for use of unmanned aerial vehicles (UAV) with special use permit.

The three preserve areas below are in various areas of the county, are in areas without equestrian trails, and are out of woodlands.

- Jay Woods inner prairie loop (34 acres)
- Pickerill-Pigott hilltop prairie (15 acres)
- Aux Sable Springs open turf area (7.5 acres)







PROPOSED REVISION
Resolution 22-XX-001
AMENDING ORDINANCE #02-01
GENERAL USE REGULATION ORDINANCE
Kendall County Forest Preserve District

Section III – Engine-Powered or Radio Controlled Models or Toys:

No person shall upon or in connection with any Property of the District:

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, or drone (subject to FAA Part 101 unless the District has designated such areas for such activities or issued a permit for such activities. The Executive Director may grant, upon due application no less than 30 days in advance, a permit for use of like toys or models or drones subject to FAA Part 101 for special events, instruction classes or other functions on a case by case basis), except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

<u>Designated areas approved by the Board of Commission include the western section of</u>
<u>Jay Woods Forest Preserve; Aux Sable Springs Park creek front parcel, and Pickerill-Pigott hilltop overlook area.</u>

No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Drones subject to FAA Part 107 of any kind from or on District Property without a permit, nor any Drones subject to FAA Part 101 except in designated areas or pursuant to a permit, and in no case:

- (1) in violation of the Federal Aviation Administration rules, regulations and safety guidelines governing such flight;
- (2) over or within one-hundred (100) horizontal feet of any preserve property boundary line
- (3) directly over any person, group of people or occupied space:
- (4) for the purpose of conducting surveillance (which is defined as the gathering of images, sounds, data or other information in a manner that intrudes upon the solitude, privacy or seclusion of a person or his/her private affairs or concerns), unless expressly permitted by law:
- (5) that is equipped with a firearm or other Weapon or with the intent to use the Drone or anything attached to the Drone to cause harm to persons or property;
- (6) whenever weather conditions would impair the operator's ability to do so safely; or
- (7) in a reckless or careless manner.

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: Contracted Mowing Quote

Date: February 1, 2022

Below is a summary of a quote received from ABC Lawn Works for the contracted mowing of all turf grass areas (estimated 56 acres) at all District preserves.

- Mowing 1x per week for April to October
 - \$138,320.00 per season (\$23,053.33 per month)
 - \$5,320.00 per additional week into October

My recommendation is to continue to have current Grounds Maintenance staff complete mowing at all the preserve areas and utilize seasonal employment as necessary.