KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING
JANUARY 15, 2015

I. Call to Order

Finance Committee Chair Lynn Cullick called the meeting to order at 6:40 p.m. in the Kendall County Board Room.

II. Roll Call

Bob Davidson, Scott Gryder, Dan Koukol, Matthew Prochaska and Lynn Cullick, all were present. Absent, none.

III. Citizens to be Heard

Craig Johnson informed Commission that he was working with District and County staff to determine his final IMRF benefit payments, expressing concerns that delays in calculating correct and final payouts impacted his 2015 retirement benefits. Mr. Johnson stated that he believed that this situation is now being resolved.

Mr. Johnson also expressed his support for hunting in preserve lands, concerns over staff subsidized housing, and liability of ash tree hazards impacted by the Emerald Ash Borer.

IV. Review of Claims in an Amount not to Exceed $5,290.06

Commissioner Davidson made a motion to review and forward the claims for Commission approval in an amount not to exceed $5,290.06. Motion seconded by Commissioner Gryder.

Chairman Cullick informed Commission that original vouchers and back-up are now made available for Finance Committee review. Director Guritz stated that all vouchers have been signed, but was looking into one of the voucher payments prior to Commission approval.

Commissioner Koukol inquired into voucher #228 for Atlas Bobcat, with a question on whether this was for a new battery, voucher #229 for Elburn Napa, expressing interest in insuring that local Kendall businesses are approached for District expenses.

In review of voucher #228, the billing address was Schiller Park. Commission noted that there is a local store, and the purchase was likely made locally.
Commission discussed the need for District staff to shop locally, and Director Guritz stated that he would encourage all staff to research local suppliers for purchases, understanding that the District will purchase from low quote suppliers.

Roll call: Bob Davidson, Scott Gryder, Dan Koukol, Matthew Prochaska and Lynn Cullick, all aye. Opposed, none.

V. Finance Review

Latreese Caldwell informed Commission that updated District budget reports have been prepared and distributed to the Committee. Ms. Caldwell presented budget reports that compare past fiscal year expenses to the current fiscal year budget, including percentage changes. For the current fiscal year, the operating fund beginning balance is $13,053, with total anticipated revenues of $1,081,643, which is 3.5% above last year’s budget, and total anticipated expenditures of $1,072,669, which is 3.3% less than last year’s budget, with a projected end-of-year surplus of $8,974. Ms. Caldwell stated that this is a positive budget, with no bond-fund interest earning transfers projected for the current fiscal year, resulting in a projected year-end fund balance of $22,027.

Director Guritz stated that while a transfer of interest earnings from the 2007 series bond fund is not anticipated within the budget, the 2007 series bond budget includes approximately $60,000 of staff salary payments charged against the fund. In looking forward, the District’s goal is to reduce reliance on bond fund proceeds to support operations in order to achieve sustainability.

Commissioner Koukol informed Director Guritz that not all Commissioners were in favor of the approval of the FY 2015 budget because of this issue.

Director Guritz stated that while it is reasonable to budget for a portion of staff salary expenditures from the bond fund, a goal for the year should be the development of a five-year plan to look at the longer term financial picture for the District.

Director Guritz stated that there are near-term opportunities to support the fiscal health of the District. The first opportunity available is to secure Land-Cash funds to support the acquisition costs of the Fox River Bluffs forest preserve. Land-Cash funds are available to support land purchases per Kendall County ordinance, with over $400,000 available to offset total costs for the acquisition. This would reduce the budget impact of the proposed acquisition, conserving 2007 series bond funds to allow the District time to address the operating budget shortfall. The Finance Committee discussed the Land-Cash Fund opportunity, and future capital needs of the District.
Commissioner Koukol inquired into what the 2007 series bond fund balance will be following the purchase of the Fox River Bluffs property. Director Guritz stated that the balance will depend on whether the Land-Cash funds are used to support the acquisition.

Commissioner Davidson suggested that the Commission should take time to review the mission of the District, and determine if District programs and operations align to the mission.

Commissioner Prochaska reminded the Committee that a mission review has recently been completed as part of the approved master plan for the District. Commissioner Prochaska also stated that the issue of the operational deficit will need to be resolved over the next several months.

Commissioner Koukol supported the idea of development of a financial plan, as well as efforts to determine where District funds are actually expended.

Director Guritz reported that he has reviewed the efforts of Ms. Caldwell to develop a programmatic budget, with new cost centers for budget coding, to track all associated costs for programs and facilities. Staff training has begun to begin to look at budget issues, and insure that program and facility managers understand their roles and responsibilities for budget goals and management.

Commissioner Gryder expressed concerns over the end-of-year transfer of bond-fund interest earnings in FY 14, indicating that the deficit and subsequent transfer cannot be repeated in FY 15.

The Finance Committee discussed the Fox River Bluffs acquisition project. Commissioner Davidson indicated that as part of this project, the District will acquire approximately 150 tillable acres, and inquired about how the farming revenue will be accounted within the budget, and stated that the District will be entitled to assume the farm lease, securing an additional $300 per acre.

Director Guritz stated that the Finance Committee and Commission will need a broader understanding of the Fox River Bluffs project, including long-term restoration responsibilities associated with the acquisition.

Commissioner Cullick reminded the Committee that an increase in farm lease revenues was anticipated in the FY 15 operating budget.

Director Guritz stated that the farm lease contracts will need to all be reviewed to forecast annual revenue projections, and restoration project costs.
Commissioner Koukol informed Director Guritz that the current farm lease agreements in place were researched by a sub-committee of the District, with provisions in place that are favorable to the District given the current agricultural market.

Commissioner Gryder recommended that all agricultural lands purchased by grant funds be examined to determine the long-term implications on operations and 2007 bond series budgets.

Commissioner Cullick expressed appreciation for the candid discussion, emphasizing that Commission is firm in its responsibilities to balance the District’s budget.

Director Guritz informed the Finance Committee that he was looking into a voucher claim for payment to the hay farmer at Ellis to determine what, if any amount is owed. Additional items discussed included long term funding needs and costs for removing ash trees killed by the Emerald Ash borer, and a request from The Conservation Foundation for a $2,000 contribution for support of the Big Rock Creek Land Conservation Planning Project.

VI. Executive Session

Commissioner Prochaska made a motion to enter into executive session under Section 2(c)1 of the Open Meetings Act for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Seconded by Commissioner Gryder. Aye, all. Opposed, none. The Finance Committee entered executive session at 7:57 p.m.

Commissioner Davidson made a motion to reconvene the regular meeting. Seconded by Commissioner Gryder. Aye, all. Regular meeting reconvened at 8:11 p.m.

VII. Other Items of Business

Director Guritz reported that he had received a report that Ellis was currently boarding horses of a local resident impacted by a barn fire in early December 2014. The Finance Committee discussed the issue, and Director Guritz reported he would return to Commission with an update and boarding agreement.

VIII. Adjournment

Commissioner Gryder made a motion to adjourn the meeting. Motion seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 8:18 p.m.
Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I. Call to Order

President Jeff Wehrli called the meeting to order at 9:00 a.m. in the Kendall County Board Room.

II. Pledge of Allegiance

III. Invocation

IV. Roll Call

Lynn Cullick, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Shaw, and Jeff Wehrli all present constituting a quorum.

V. Citizens to be Heard

None.

VI. Approval of Minutes

Commissioner Purcell arrived at 9:03 a.m.

Commissioner Gilmour made a motion to approve the Commission meeting minutes of January 14, 2015. Seconded by Commissioner Gryder. All, aye. Opposed, none. Motion unanimously approved.

VII. Review of Claims in an Amount not to Exceed $5,290.06

Commissioner Cullick made a motion to approve the claims in an amount not to exceed $5,290.06. Motion seconded by Commissioner Prochaska.

Commissioner Cullick reported that there were very few questions on the claims list review at the Finance Committee.

Roll call: Lynn Cullick, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell, John Shaw, and Jeff Wehrli, aye. Opposed, none. Motion unanimously approved.
VIII. Other Items of Business

Commissioner Flowers arrived at 9:05 a.m.

IDNR Request

President Wehrli reported that the District has received a request from the Illinois Department of Natural Resources to conduct sharpshooting within select forest preserve areas to support the monitor, manage and track the incidence of Chronic Wasting Disease in White-tailed Deer in Kendall County.

Commission discussed the IDNR’s 2014 activities.

Commissioner Davidson expressed concerns over the CWD management program, and impacts to deer hunting in Kendall County. Commissioner Davidson also expressed concerns that the proposed increase in lethal harvest of deer in Kendall County will not halt the spread of the disease.

Commissioner Shaw expressed concern over the IDNR conducting sharp shooting activities within preserves where individuals currently reside.

Mike Pierson, Acting Superintendent of Grounds and Resources, reported that the IDNR has requested access to Millbrook, Hollenback, Baker and Pickerell-Piggott forest preserves.

Director Guritz informed Commission that no deer were harvested from preserves in 2014, but two deer were taken from private lands adjacent to preserve areas.

Commissioner Cullick made a motion to delay consideration of approval of the motion presented to allow President Wehrli and Director Guritz time with the IDNR program staff and define the scope of proposed sharpshooting activities within preserves in 2015. Seconded by Commissioner Koukol. All, aye. Opposed, none. Motion passed unanimously.

The Conservation Foundation Request

Commissioner Cullick made a motion to approve payment of $2,000 to The Conservation Foundation for completion of the Big Rock Creek Voluntary Land Conservation Planning Project. Motion seconded by Commissioner Flowers.

Director Guritz reported that the Finance Committee provided direction to look into the history of watershed planning efforts in the Big Rock Creek area. Director Guritz reported that a watershed study and plan had been completed in 2002. The voluntary land conservation planning project builds off of this plan in order to identify priority properties for acquisition based on critical, and outreach to landowners within priority areas to build
awareness about watershed resources and opportunities for dedicating property for conservation purposes. Director Guritz reported that the Forest Preserve District of Kane County and The Conservation Foundation both have contributed funds to support the project.

Roll call: Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell, John Shaw, and Jeff Wehrli, aye. Opposed, Bob Davidson. Motion carried.

**Fox River Bluffs Acquisition Project Updates**

Director Guritz reported that the Open Space Land Acquisition and Development grant agreement has been received from the Illinois Department of Natural Resources. The grant agreement will extend $750,000 to the District that will be reimbursed from Land and Water Conservation Funds received by the state from federal funding sources. Director Guritz is working with Laura Stuart, the District’s grant consultant, and Attorney Lisa Coffey to review the closing document requirements and grant agreement covenants.

**IX. Recess**

Commissioner Cullick made a motion to recess the meeting. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting recessed at 9:22 a.m.

Commissioner Prochaska made a motion to resume the Special Call meeting. Motion seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting resumed at 11:37 a.m.

Commission and staff members present included Lynn Cullick, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell, John Shaw, Jeff Wehrli, Director David Guritz and State’s Attorney Eric Weis.

**X. Executive Session**

Commissioner Gilmour made a motion to enter Executive Session under Section 2(c)5 of the open meetings act for the purpose of discussion of purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Motion seconded by Commissioner Shaw. Commissioner Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw and Wehrli, aye. Opposed, Commissioner Purcell. Executive session called to order at 11:38 a.m.

Commissioner Prochaska made a motion to reconvene to regular session. Seconded by Commissioner Cullick. Aye, all. Regular meeting reconvened at 12:13 p.m.
XI. Adjournment

Commissioner Prochaska made a motion to adjourn. Motion seconded by Commissioner Gryder. Aye, all. Meeting adjourned at 12:14 p.m.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
RESOLUTION NO: #15-002

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR US ROUTE 34 ENGINEERING AND CONSTRUCTION OF A MULTI-USE TRAIL

WHEREAS, the Kendall County Forest Preserve (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0001 et seq., as amended; and

WHEREAS, in accordance with the Downstate Forest Preserve District Act, the "District may enter into contracts with any local governmental entities to pay any or all costs of improving and maintaining any public roadway lying outside the district property but providing public access to the lands and facilities of the district" (70 ILCS 805/5) (from Ch. 96 1/2, par. 6308); and

WHEREAS, the State of Illinois through its Department of Transportation (hereinafter the "STATE"), is requesting approval of an intergovernmental agreement to participate in sharing certain costs for improving U.S. 34 identified under U.S. 34 (FAP 591), from east of IL 47 in Yorkville extending easterly approximately 3.56 miles to a point 300 feet west of Orchard Road in the village of Oswego; and

WHEREAS, in compliance with the aforementioned agreement, it is necessary for the DISTRICT to appropriate GENERAL FUNDS and/or OTHER FUNDS to pay its reimbursement to the STATE for the engineering and construction costs of approximately 0.38 mile (± 2,000 feet) of multi-use trail, of which two segments of the trail are to be constructed on the north side of US 34 within two unincorporated areas located 0.22 and 0.72 mile west of Orchard Road (Kendall County Highway 9A).

WITNESSETH:

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Commissioners of the Kendall County Forest Preserve District as follows:

1. That the provisions contained in Exhibit B – Intergovernmental Agreement attached hereto entitled "Contract #66884 - Agreement JN313002" are incorporated herein and made part of this Resolution.

2. That the President is hereby authorized to sign and the Secretary of the Board of Commissioners of the Kendall County Forest Preserve District, Illinois, is hereby directed to attest to the Intergovernmental Agreement attached hereto, and incorporated herein as if fully set forth as Exhibit B.

3. That the President and the Board of Commissioners of the Kendall County Forest Preserve District, Illinois, acting through their staff and attorneys, are hereby
authorized to take all necessary steps to implement and execute the Intergovernmental Agreement attached hereto and incorporated herein as Exhibit B.

4. That there is appropriated the sum SIX THOUSAND AND NO/100 DOLLARS ($6,000.00) or so much thereof as may be necessary, from money now and hereinafter allotted to the DISTRICT to pay its share of engineering and construction costs as provided in the agreement.

5. That upon receipt of the first and subsequent progress payments made to the contractor, the DISTRICT will pay to the Illinois Department of Transportation of the State of Illinois, from any funds allotted to the DISTRICT, an amount equal to the DISTRICT's share of $6,000.00 divided by the estimated construction costs of $31,525,000 multiplied by the actual progress payment made to the contractor until the entire obligation incurred under the Agreement has been paid, based upon final bid unit prices of the awarded contract.

6. That the Secretary of the Commission is hereby authorized and directed to transmit a certified copy of this Resolution and Intergovernmental Agreement to the Director of the Kendall County Forest Preserve District, and to Lou Paukovitz, IDOT District 3, 700 E. Norris Drive, Ottawa, Illinois 61350.

This resolution is approved by the Kendall County Forest Preserve District, State of Illinois.

Jeff Wehrli, President
Kendall County Forest Preserve District

______________________________
Date

______________________________
Date

Elizabeth Flowers, Secretary
Resolution #15-002: Exhibit B

U.S. 34 (FAP 591)
State Section (13C & 13) R & T
Kendall County
C-93-011-10
Contract #66884
Agreement JN313002

AGREEMENT

Pursuant to the authority of SILCS 22011 et seq. and Article VII, Section 10, of the Illinois Constitution, this agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the Kendall County Forest Preserve District of Kendall County, Illinois, hereinafter called the DISTRICT.

WITNESSETH

WHEREAS, the DISTRICT is an entity of the Kendall County government, a special district created pursuant to the Downstate Forest Preserve Act, 70 ILCS 805/et seq., and a unit of local government as defined by the Constitution of the State of Illinois, responsible for the creation, promotion, and preservation of forested areas within Kendall County, Illinois.

WHEREAS, the Illinois Department of Transportation is an authorized agency of and hereby representing the government of the State of Illinois. As a division of the State of Illinois, the Department of Transportation's purpose is to provide safe and effective transportation, in a way to enhance quality of life, promote economic prosperity, and demonstrate respect for the environment.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the STATE and DISTRICT are desirous of improving U.S. 34 (FAP 591). The subject project extends from a point 1,200 (0.22 mile) east of Illinois 47 (Bridge Street), located in the city of Yorkville, easterly 3.56 miles to Station Drive, located approximately 300 feet west of Kendall County Highway 9A (Orchard Road) and within the village of Oswego (see location map attached hereto as Exhibit 1). The said project is identified under State Section (13C & 13) R & T, C-93-011-10 and Contract #66884.

WHEREAS, of the total 3.56 miles of project distance, a 0.38 mile portion of the project is located within an unincorporated area of Bristol Township.

WHEREAS, the primary reason for this agreement between the DISTRICT and STATE is to address the DISTRICT's participation in funding the engineering and construction costs of two separate portions of multi-use trail, both located within unincorporated areas of Bristol Township, totaling 0.38 mile in length. The DISTRICT will provide the required 20 percent local matching share of cost to build two segments of a 10 foot wide hot mix asphalt surface multi use trail along the north side of US 34. The two sections of trail are located near the east end of the project, approximately 0.22 and 0.72 mile respectively west of Orchard Road (County Highway 9A). Furthermore, upon completion of the construction, the DISTRICT agrees to assume jurisdiction and maintain the multi-use trail.

WHEREAS, the content of this agreement shall be limited and addresses only the 0.23 mile unincorporated areas along US 34. Matters of this project relevant to the city of
Yorkville and the village of Oswego will be addressed in separate agreements with the respective municipalities.

WHEREAS, currently the subject portion of U.S. 34 consists of a variety of roadway cross sections. Existing pavement sections vary from two, to three or four lane widths, some areas having curb and gutter while the great majority of the highway retaining a rural type cross section consisting of two 12 foot wide traffic lanes, with gravel/sod shoulders and open roadside drainage ditches.

WHEREAS, in general, the subject project involves reconstructing the existing two lane U.S. 34 to a minimum five lane curb and gutter urban type pavement section. Additional turn lanes will also be constructed at various locations along U.S. 34 where turning movements warrant supplemental turn lanes. This project also includes the modernization of traffic signals, construction of combination roadway lighting, and construction of storm sewer. A ten foot wide hot mix asphalt surfaced shared use trail is to be constructed along the north side of US 34 for the entire 3.56 mile length of the project.

WHEREAS, one purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, locations, dimensions, elevations, items, quantities, materials, etc. are to be obtained from the related design plan sheets which serve as a supplement to this agreement. The said plans have been provided to the DISTRICT for its review and concurrence. Additional purposes of this agreement are to provide estimated cost, cite cost participation between the STATE and DISTRICT, appropriation of funding, commitments to payments, defining jurisdictional and maintenance responsibilities of various roadways utilities and appurtenances relating to the subject roadway project.

WHEREAS, the DISTRICT is desirous of the said improvements to U.S. 34 in that same will be of immediate benefit to DISTRICT residents and permanent in nature.

WHEREAS, the proposed scope of work of the subject project involving the DISTRICT’s multi use trail is as follows:

A. Multi Use Trail (80 Percent State/20 Percent District Cost)

The DISTRICT will assume the required 20 percent local matching share of cost to build two segments of a ten foot wide hot mix asphalt surface multi use trail along the north side of US 34. The said trail shall be constructed of 6" of granular subbase and 2" of hot mix asphalt. The two sections of trail are located near the east end of the project, approximately 0.22 and 0.72 mile respectively west of Orchard Road (County Highway 9A); totaling approximately 2,000 feet in length.

B. Land Acquisition (100 Percent State Cost)

All rights of way required of the project will be purchased at 100 percent STATE cost.

C. All other work necessary to complete this project will be performed in accordance with the approved related plans and specifications.
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows.

1. The STATE agrees to make the surveys, prepare plans and specifications, obtain the necessary rights of way, receive bids and award contracts, furnishing engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contracts.

2. The STATE agrees to pay all right of way, utility, construction and engineering costs, subject to reimbursement by the DISTRICT as hereinafter stipulated in the following cost table.

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Total Cost</th>
<th>Federal</th>
<th>State</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mainline US 34 Roadway Construction (Widening Two to Five Lanes) including Curb &amp; Gutter &amp; Storm Sewer</td>
<td>$31,500,000</td>
<td>$25,200,000</td>
<td>$6,300,000</td>
<td>$0</td>
</tr>
<tr>
<td>(80%)</td>
<td>(20%)</td>
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<td></td>
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<tr>
<td>Elective 10’ Wide Hot Mix Asphalt Shared-Use Trail (Within Two Unincorporated Areas at East End of Project)</td>
<td>$25,000</td>
<td>$20,000</td>
<td>$0</td>
<td>$5,000</td>
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<tr>
<td>(80%)</td>
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<tr>
<td>Subtotal</td>
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<td>$25,220,000</td>
<td>$6,300,000</td>
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<td>Engineering (15%)</td>
<td>$4,728,750</td>
<td>$3,783,000</td>
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<tr>
<td>Land Acquisition</td>
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<td>$3,000,000</td>
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<td>(100%)</td>
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<tr>
<td>Total</td>
<td>$39,453,750</td>
<td>$29,003,000</td>
<td>$10,445,000</td>
<td>$5,750</td>
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</table>

Say $6,000

3. The DISTRICT's cost participation shall be predicated on the percentage proration shown in the above cost table for the specified work. The DISTRICT's cost shall be determined by multiplying the final quantities times the awarded contract unit prices plus an additional 15 percent charge for preliminary and construction engineering.

4. The DISTRICT agrees to pass and approve a resolution appropriating $6,000 to reimburse the STATE for the DISTRICT's share of cost for the work, engineering and construction of the multi use trail described in the provisions of this agreement and cited in the related project design plans. A copy of the appropriation resolution is attached hereto as Exhibit #2 and made a part hereof. Cost to the DISTRICT shall be based on final quantities times bid unit prices of the awarded contract.

5. The DISTRICT further agrees that upon receipt of the first and subsequent progress payments made to the contractor, the DISTRICT will pay the Department of Transportation of the State of Illinois, from any funds allotted to the DISTRICT, an amount equal to the DISTRICT's share of $6,000, divided by the estimated construction
costs of $31,525,000, multiplied by the actual progress payments made to the contractor, until the entire obligation incurred under the agreement has been paid.

6. Upon final inspection of the improvement and so long as U.S. 34 remains and is used as a state highway, the STATE agrees to retain jurisdiction and will maintain or cause to be maintained all traffic lanes and curb and gutter that adjoins these traffic lanes, and any stabilized shoulders and/or roadside drainage ditches that serve the state highway.

7. Upon final field inspection of the subject project, the DISTRICT agrees to assume jurisdiction and maintain or cause to be maintained those portions of the multi use trail constructed within the unincorporated areas along US 34 which the DISTRICT shared in the cost of constructing.

8. The STATE agrees to invite representatives of the DISTRICT to mutually inspect the completed shared use trail prior to the STATE's approval of work.

9. The STATE and DISTRICT agree that in the event any work is performed by other than DISTRICT and/or STATE forces, the provision of "an act regulating wages of laborers, mechanics and other workers employed in public works by the state, city, DISTRICT or any public body or political subdivision or anyone under contract for public works" (Illinois Compiled Statute, 820 ILCS 130/1) shall apply.

10. The STATE and DISTRICT, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The STATE and DISTRICT shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of STATE assisted contracts. Failure by the STATE to carry out these requirements is a breach of this agreement, which may result in the termination of this agreement or such remedy as the STATE deems appropriate.

11. Obligations of the STATE and DISTRICT will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding sources fail to appropriate or otherwise make available funds for this contract.

12. It is mutually agreed that if any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision the agreement becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

13. This agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

14. It is mutually agreed that this agreement be sent to Kendall County Forest Preserve District Director, 110 West Madison Street, Yorkville, IL 60560 for review and execution.
and returned to the Illinois Department of Transportation, District 3, 700 East Norris Drive, Ottawa, IL 61350 for final processing and execution.

15. This agreement shall be interpreted and enforced under the laws of the State of Illinois.

16. This agreement and the covenants herein shall be null and void in the event that the contract covering the construction work contemplated herein is not awarded within five years subsequent to execution of this agreement.

17. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

18. This agreement is hereby approved and executed by the authorized officers of the following governmental entities.

This agreement is approved and executed by the Kendall County Forest Preserve District.

Approved

Jeff Wehrli, President
Kendall County Forest Preserve District

Date

Attest

Elizabeth Flowers, Secretary

Date

Approved by the Illinois Department of Transportation

By: Paul A. Loete, P.E.
Deputy Director of Highways
Blue Peak Tents  
1151 Atlantic Dr. Suite 3  
West Chicago, IL 60185  
Phone: 630.338.0288  
Fax: 630.749.4216

www.BluePeakTents.com

Proposal

Date | 1/21/2015
---|---
Estimate # | 63060-A

Customer and Bill To  
Ellis House Equestrian Center  
Tina Villarreal  
13986 McKenna Rd.  
Minooka, IL 60447

Deliver To  
Ellis House Equestrian Center  
Tina Villarreal  
13986 McKenna Rd.  
Minooka, IL 60447

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<th>P.O. Number</th>
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<th>Delivery Date</th>
<th>Pick-up Date</th>
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<td></td>
<td>DUE ON RECEIPT</td>
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<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1   | *Seasonal Tent and Accessory Bid***  
(12) 8'x20' Sections of Keder Cathedral Window Tent walls, secured down by wall bars for wind and weather  
***Walls are able to open and close***  
(8) Par 38 Can Up lights attached to tent center poles  
(1) 2000 Watt Light Dimmer  
(8) 12" High Velocity, White, Pole-Mounted Fans  
Maintenance: A weekly site visit will be performed to make sure tent is safe and in proper working condition. After Hours Service: Ellis House will be given the cell phone numbers of two account managers for any emergency situations after normal business hours.  
Subtotal | 17,400.00 | 17,400.00 |
| Delivery/Pick-up | 0.00 | 0.00 |

Total | 17,400.00 | 17,400.00 |

By signing I, the Customer or authorized representative of the Customer, accept this proposal as a rental contract from Blue Peak Tents Inc. and acknowledge that all listed information on this contract is correct. I have been given and read the Terms and Conditions of the Rental Services set forth on the back page hereof and agree to these terms from Blue Peak Tents, Inc., as these terms and conditions are made part of this contract.

Signature: ___________________________  
Date: ___________________________

Printed: ___________________________
Blue Peak Tents, Inc. - Terms and Conditions of Rentals and Services

For the purpose of this Rental Agreement, "Blue Peak Tents Inc., its employees, and its subcontractors, and "Customer" shall mean the customer, its agents, and/or employees. In consideration of the rental items (herein "the rental items or items"), the customer agrees to the following items:

1) INDEMNITY/HARASSMENT: Customer will take all necessary precautions regarding the items rented, and protects all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless Blue Peak Tents Inc. from and against all and any liability, claims, judgments, attorney's fees and costs of every kind of nature, including but not limited to, injuries or death to persons and damage to property, arising out of use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole gross negligence or willful misconduct of Blue Peak.

2) ASSUMPTION OF RISK/DISCHARGE OF LIABILITY: Customer is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks or injury. Customer agrees to release and discharge Blue Peak from any and all responsibility or liability from such injury or damage against Blue Peak which Customer otherwise may be entitled to assert.

3) DELIVERY, INSTALLATION, INSPECTION OF RENTAL ITEMS: Customer rents the rental items on an "as is" basis. Customer agrees to release Blue Peak of any liability for any damage to any property due to delivery, installation and removal of equipment. This includes but is not limited to rules in grass, scratches or cracks on the installed surface, and high wind related damages. It is the responsibility of the renter to communicate to Blue Peak the location of any underground utilities or sprinkler systems, including but not limited to wiring, pipe, sewer systems, or any other interference. If Customer fails to give warning and correct locations Blue Peak will not be held responsible for damages to underground utilities. Customer agrees that he has, or will, personally inspect the rental items prior to use for any items suitable for customer's needs and in good working order. Customer acknowledges receipt or all listed in the Rental Contract and that rented items are in good working order and repair and that the Customer understands (without further instructions) the proper operation and use of items. Blue Peak shall not be required to install in an area that Blue Peak determines to be too muddy, dirty, unsafe, or unfit for the installation. Blue Peak will be the sole judge thereof. The area of installation must be free of obstructions such as trees, poles, etc. Areas of tent installation must be of adequate size with a minimum of 10 feet of space around the entire perimeter of the tent for staking. If the Customer fails to properly stake the tent during the final delivery and installation, Customer waives their right to inspect and count the rental items and will rely on the counts by Blue Peak.

4) POSSESSION/TITLE: This is a rental agreement only and the rental items shall remain the personal property of Blue Peak. The rental items shall not be removed from the place of installation or delivery. Customer's right to possession of the rental items begins upon the rental items leaving Blue Peak and terminates when items are picked up by Blue Peak or brought to Blue Peak warehouse by Customer. Retention of possession after this date constitutes a breach of this Rental Agreement. Customer agrees not to sublet or loan the rental items from the address at which the Customer represented they were used.

5) RENTAL PERIOD/PAYMENTS: If Customer makes a greater use of the rental items than agreed upon, it is agreed that the additional usage will be charged. Blue Peak may terminate rental at any time and retain the rental items without further notice, in cases of violation by Customer or for any terms or conditions of this Rental Contract. Customer agrees to pay any collection of this account at any time or dispute arising out of this Rental Agreement. Unless otherwise stated in writing, final payment is due on or before delivery and can be paid by cash, check, MasterCard or Visa transactions. Customer agrees to pay monthly service charges for all unpaid balances. All deposits made on rental contracts are non-refundable. Cancellations or significant reductions of rental items prior to 72 hours before delivery will be subject to cancellation fee on half of contract costs. Cancellations or significant reductions of rental items within 72 hours of delivery will be subject to cancellation fees of full contract cost.

6) PROPRIETARY: Customer shall be solely responsible for all rental items to damage. Damage includes but is not limited to: damages due to overturning, overloading, or exceeding rated capacities; breakage, improper use; abuse, lack of cleaning; damage of rental items by paint, mud, plaster, ash, concrete, resin, wax, or any other material.

7) COMPLIANCE WITH LAWS: Payment of fees is subject to all laws and regulations which may apply to the use, licenses, fines, fees, permits, or taxes arising from his use of the rental items. Customer is responsible for obtaining all permits from the appropriate government agencies. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement with Blue Peak or its subcontractors. Customer shall not allow any person who is not qualified or who does not utilize all safety equipment required to operate or use the rental items. Customer acknowledges that Blue Peak has no responsibility to inspect the rental items while they are in the Customer's possession.

8) RETURN OF RENTAL ITEMS: Customer agrees to return to Blue Peak the rental items in good condition as when received by agreed Return Date. Customer shall be liable for all damages to or loss of the rental items and liability incurred prior to rental items return to Blue Peak. Customer shall be responsible for all costs incurred by Blue Peak recovering and returning damaged rental items to Blue Peak's premises. If rental items are to be "pick-up" rentals, the Customer agrees to provide a secure storage location and Customer accepts all risk including damage and theft and liability to rental items for a period of time until the rental items are picked up by Blue Peak.

9) DISCLAIMER OF WARRANTIES: Blue Peak makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental items are fit for customer's particular intended use or that it is free of defects. Blue Peak shall not be responsible to customers or any third party for any loss caused directly or indirectly by use of the rental items or in anyway attributed to the operation of, use of or failure of any of the rental items. Furthermore, Customer is made aware and understands that Blue Peak shall not be held responsible for the failure of the rental items to function correctly.

10) DEFAULT: Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Blue Peak may, at its sole discretion, may terminate this Rental Agreement, return the rental items, declare any charges due and payable and initiate legal process to recover monies owed. If for any reason it becomes necessary for Blue Peak to return the rental items, Customer authorizes Blue Peak to remove the rental items without notice or further legal process and agrees that Blue Peak shall not be liable for any claims for damages or treble damages arising out of the removal of the rental items.

11) LEGAL FEES: In the event an attorney is retained to enforce a provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action or proceedings in an amount to be determined by the court.

12) NOTICE OF NON-WAIVERS/SURVIVAL: Any failure of Blue Peak to insist upon strict performance by Customer in regard to any provisions of this Rental Agreement shall not be interpreted as a waiver of Blue Peak's right to demand strict compliance with all other provisions of this Rental Agreement or be construed to mean that the enforceability, invalidity or waiver of any provision shall not affect any other provision.

13) MOVING OF NON-RENTAL ITEMS: Blue Peak is not liable for any damage arising from customer requested/directed request to move non-rental items, but including but not limited to furniture, vehicles, plants, lights, etc.

14) WEATHER: Tents and structures are inherently dangerous and are used as temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. EXCLUSION OF THE TEN YEAR HIGHLY RECOMMENDED IN THESE AND OTHER UNUSUAL WEATHER CONDITIONS. If weather or winds damages rental items or collapses a tent while in the possession of the customer, Blue Peak shall not be responsible to fix, repair, or re-install tents or other rental items before the event. The rental items and tents shall not be touched or moved by the Customer until Blue Peak is available to remove the items. If after delivery, weather conditions either damage the rental items or weather makes the rental items unavailable for use, there will be no refund and Customer shall be still liable for full contract cost.

15) DAMAGE WAIVER: A 7% optional damage waiver will be automatically added to the total of the contract. The damage waiver is a floating fee that adjusts upwards or downwards depending upon additions or deletions to the original contract price. If the customer has accepted the damage waiver by not initiating the appropriate portion of this agreement, then Blue Peak shall waive any claims against the Customer for any accidental damage to the rental items EXCEPT the following for which the customer shall be responsible:
   A. Use of the rental items in violation of any of the terms of this agreement.
   B. Use of the rental items in violation of the capacity of the rental items.
   C. Loss or damage due to theft, mysterious disappearance, or theft due to owner.
   D. Damage due to vandalism.

Initial date to decline the optional damage waiver(please place a checkmark for the electronic version via DocuSign) __________________________. Customer may also call Blue Peak office at 630.338.2088 to decline damage waiver charges before delivery of rental items.

SUMMARY: RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all equipment is secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges or damaged items will be the client's responsibility. Be sure all equipment is returned according to these TERMS & CONDITIONS. The client is solely responsible for any additional charges incurred as a result of a failure to meet these conditions. I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CUSTOMER, AND SUPERSEDES ALL PRIOR CONTRACTS. A LARGER FONT VERSION OF THIS CONTRACT IS AVAILABLE UPON REQUEST.
Kendall County Forest Preserve District  
Fox River Bluffs Acquisition Project  
FY 2014-2015  
2-Feb-15

<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
<th>Revenues</th>
<th>Expenses</th>
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<td><strong>REVENUES</strong></td>
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<td>TCF - GVF - VL Grant</td>
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<td>Land-Cash Funds</td>
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<td><strong>Total Funds Available at FRB Closing</strong></td>
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<td><strong>EXPENSES</strong></td>
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<td>FRB - Anticipated closing costs</td>
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<td><strong>2007 Bond Series Fund Balance Projection</strong></td>
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<td>OSLAD / LWCF Grant Reimbursement</td>
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<td>Millbrook Bridge</td>
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<td>Hoover Railroad</td>
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<td>Ellis window replacement</td>
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**Concept Report: Notes and Assumptions**

1. Land-Cash fund balance supports FRB acquisition project.
2. 2007 Bond Series interest earnings transferred to the General Operating fund balance.
4. Expense projections total based on concept report: $3,999,758.

**Fox River Bluffs Acquisition Project - Appropriations v/s Projected Closing Costs**

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<td>Fox River Bluffs anticipated closing costs</td>
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<td><strong>Difference</strong></td>
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</table>
August 21, 2009

Mr. Jason Pettit, Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

RE: Valley Drive Bridge Inspection
SEC Job No. KCFP-090102-ST12

Dear Mr. Pettit:

On July 10, 2009, SEC Group, Inc. (SEC) performed a visual inspection of the general condition of the accessible elements of the above bridge. In addition, Westbrook Associated Engineers, Inc. performed an underwater inspection of the two (2) piers (See Appendix A for the Westbrook Associated Engineers, Inc. Underwater Bridge Inspection Report). SEC understands the original design drawings and other construction documents are not available for this bridge.

The bridge consists of three (3) 132' long-through Pratt truss spans. The plaque at the west end of the bridge indicates it was originally constructed in 1897. Mill marks observed on the spans indicate the steel for the west span was supplied by U.S. Steel, and the steel for the two (2) east spans was supplied by Carnegie Steel. The deck planking is 3" x 12" creosote treated timber. Each span has a pinned end bearing on one (1) end and roller bearings on the other.

The west span is composed of steel angle sections, channel section laced columns, and channel section end posts and top chord members all riveted to gusset plate type connections. The floor beams are I-beam sections. Railings consist of two (2) C5 channels on each side.

The two (2) east spans are composed of steel eye-bar bottom chords and diagonal members, channel section laced columns, plated channel section end posts and laced channel section top chord members. Built up members are shop riveted together, but the eye-bars, diagonals, chords, and posts are connected with pins. The floor beams are I-beam sections. Counters and wind bracing consist of square and round rod stock. Railings consist of a riveted lattice of bar stock connected to L 2 x 2 s top and bottom.

The two (2) piers and the east abutment are cut limestone blocks with a cut limestone water table. The west abutment may also be cut limestone encased in concrete; only the concrete is visible.
Observations

Substructure

- **West Pier (Pier #1):** Significant loss of stone was observed at the upstream nose of the west pier compared to the January 15, 2008 inspection. The underwater inspection noted additional stone loss in the main body of the pier under the water line at the upstream nose. Local scour was observed, exposing the foundation stones on the east side of the pier, but no undermining of the footing stones was observed. The river bottom was littered with stone debris at this location. The stone masonry exhibits numerous vertical cracks along with loss of mortar pointing at multiple locations above and below the water line. A tree branch was observed and removed from the upstream nose of the west pier.

- **East Pier (Pier #2):** Minor surface abrasion of the stone masonry was observed on the lower 4’ to 5’ on the pier wall. The pier appears plum and level with no signs of settlement or scour. The upstream steel protection angle is intact and functional. Minor loss of mortar pointing is evident throughout the pier.

- **Abutments:** The joints in the stone masonry of the east abutment are beginning to deteriorate. Minor deterioration of the stone (areas less than 2 sf in area) was observed at isolated locations on the east abutment. The west abutment wall exhibits some hairline to narrow vertical leaching cracks with minor rust stains. The south wing wall at the west abutment is in poor condition. The concrete exposed on the back face has completely spalled off and the rebar appears to be missing.

- The abutment and pier seats exhibit minor debris, pack rust from the bearings, and vegetation/brush. There are small trees growing out of the caps of each pier near the south side of the structure.

Superstructure

- The bottom chord joints of the two (2) east spans exhibited significant pack rust and debris with some steel section loss of the diagonal eye-bar members at sixteen (16) out of twenty (20) locations. The roller bearings on the two (2) east spans are full of pack rust and appear to be non-functional. Many of the rollers are crushed and the top plates of the bearings are slightly out of alignment in most locations. All roller bearings were pushed out beyond the normal maximum expansion range. The center span bearing is pushed up against the east span bearing at the south side of the east pier.

- Some of the bottom chord members at the upstream side of the two (2) east spans and one (1) longitudinal floor beam at the center span are bent. The east end of the bent floor beam is also displaced.

- The rocker bearings at the west abutment for the west span appear to be pushed to the west out of the bearing’s normal range.

- There are large trees growing into the north side of the structure near the island and at the east end.
- The existing railings are loose and damaged at two (2) locations on the south side of the west span, two (2) locations on the south side of the east span and one (1) location on the north side of the east span near the east pier.

- Deck planking is in generally good condition. No holes were noted, but eight (8) loose planks were observed.

**Conclusions and Recommendations**

**Major Rehabilitation/Repair Alternatives**

The west pier has local scour and based on the results of the underwater inspection, may be unstable. The stone deterioration at the upstream nose may compromise the ability of the pier to adequately support the superstructure. We recommend corrective action be initiated within the next year. The following are repair/replacement alternatives with budgetary opinions of costs in 2009 dollars. Construction costs can be expected to increase 5% per year. For each of these alternatives, a temporary aggregate work pad and access ramp may need to be constructed near the west abutment to provide access for construction equipment.

- **Alternative #1: Rehabilitate West Pier**
  
  This alternative includes providing temporary support of the adjacent truss spans, removing deteriorated stone masonry at the upstream nose of the pier and performing formed concrete repairs at the deteriorated portion of the pier. Also included is the placement of articulated block revetment mat or stone rip rap around the face of the pier to provide scour protection. This alternative would address the immediate condition, but may not be a desirable long term solution if the structure is anticipated to be in service more than an additional 10 to 15 years.

  Opinion of Constructed Cost: $200,000  
  Opinion of Cost for Design Engineering and Permitting: $25,000  
  Opinion of Cost for Construction Engineering: $25,000  
  Total: $250,000

- **Alternative #2: West Pier Replacement**
  
  This alternative includes providing temporary support of the adjacent truss spans and removing and replacing the west pier. For budgetary purposes, it is assumed the pier would be replaced with a solid concrete pier wall supported on piles. Also included is the placement of articulated block revetment mat or stone rip rap around the face of the pier to provide scour protection. This alternative would provide a longer term solution when compared with alternative #1, but would cost less than a total replacement. This repair could be expected to last as long as the superstructure.

  Opinion of Constructed Cost: $234,000  
  Opinion of Cost for Design Engineering and Permitting (12%): $28,000  
  Opinion of Cost for Construction Engineering (12%): $28,000  
  Total: $290,000
**Alternative #3: Complete Replacement**

This alternative includes complete removal and replacement of the structure. For budgetary purposes, it is assumed the proposed structure will be a three-span structure comprised of simply supported pre-fabricated pedestrian thru-truss superstructures on pile-supported solid concrete piers and abutments. The clear width of the superstructure would be 14’.

Opinion of Constructed Cost: $1,270,000  
Opinion of Cost for Design Engineering and Permitting (5%): $65,000  
Opinion of Cost for Construction Engineering (5%): $65,000  
**Total: 1,400,000**

Partial reconstruction (Alternative #2) is only 20% of the cost of total replacement (Alternative #3) and is the preferred alternative. Alternative #1 may be chosen as a shorter term solution with the understanding that complete replacement may be warranted within 10 to 15 years. The dry stacked limestone used for the existing piers can deteriorate over time, especially when submerged and subject to freeze/thaw cycles. Any repair that does not replace the existing limestone will have a limited service life.

The above budgetary cost estimates are relatively conservative. The unique nature of this work makes it difficult to predict costs. In the event the Forest Preserve District elects to start the engineering process, we recommend consultation with an experienced contractor regarding construction techniques.

**Minor Repair/Regular Maintenance Recommendations**

The following summarizes minor repairs/regular maintenance items that could potentially be completed with Forest Preserve District personnel. Opinions of cost are not included for most of these items.

- The pack rust observed at the bottom chord members, diagonals, and bearings could be due to accumulated debris at these locations. This debris holds the moisture that accelerates deterioration. SEC recommends that the abutments and pier seats, bearings, and the bottom chord joints be blast cleaned with compressed air or a pressure washer on a yearly basis.

- Overhanging trees from the island at the east pier could cause significant damage to the truss if not removed. Vegetation growth (trees and shrubs) adjacent to the structure at the center and east spans should be removed within 10’ of the structure. The small trees growing from the pier caps should also be removed.

- Eight (8) loose deck plans were observed and should be re-fastened.

- The existing railings are substandard for use on a bike path. If Alternative #1 or #2 (see above) is chosen, SEC recommends replacing or supplementing the existing railings with a 4'-6” tall bike railing with rub rails in accordance with current bike path standards. A kick plate at the bottom of the rail should also be provided. Current standards call for rails or pickets spaced such that a 4” diameter sphere cannot pass through the lower 34” of the rail assembly, 8” sphere cannot pass between 34” and 42”, and a continuous smooth rail be
provided at 54" above the bike path surface. Timber railings may be used if it meets the above specifications, and could be constructed at a considerable cost savings compared to a steel fabricated rail. A budgetary opinion of cost for a steel fabricated rail for this structure could be on the order of $50,000 to $80,000. If this is not acceptable, we recommend riders be required to dismount and walk across the bridge.

Included below are pictures with descriptions for your reference.
Trees Growing into the Center and East Spans

West Abutment Bearing
Pushed over to the West
Deterioration at Upstream end of the West Pier

Bent/Displaced Floor Beam at Center Span
Bent Bottom Chord Member at Upstream Face of Center Span

Typical Expansion Bearing Deterioration
Inspection Items and Closure Recommendations

SEC recommends a visual inspection of the bridge every two (2) years. In addition, the west pier should be observed every spring and frequently under high flow conditions until it is repaired or replaced. We recommend that the structure be closed during the winter months and not re-opened until after the results of the spring inspection of the west pier. SEC also recommends a full underwater inspection of the west pier every five (5) years in accordance with FHWA underwater inspection policies. Below is a list of items that should be monitored during future inspections.

- The bearings at the west abutment may be frozen in place due to rust/deterioration. It does not appear to have moved since our January, 2009 inspection despite the 65 degree temperature difference. If the west pier is experiencing some kind of westward movement, this may be contributing to the condition of this bearing. SEC recommends that the condition and movement of all the bearings be observed and monitored in future inspections.
- The damage to the upstream side members and floor beam observed was most likely caused by debris in the river at high flow conditions. The condition of these members should be monitored in future inspections.
- The observed condition of the joints in the limestone substructure units is typical for a structure of this age. This condition should be monitored in future inspections. The condition of the southwest wing wall should also be observed in future inspections due to deterioration and lost capacity. This is especially true if there are plans to perform earthwork for the path leading to the west end of the bridge.
Summary

The bridge is beginning to show its age and is in overall fair condition. The structure appears to be adequate to carry pedestrian and bike traffic only with the above repair and maintenance recommendations in-place (especially stabilization/replacement of the west pier). We understand that no motorized vehicles will be allowed to cross the structure. In order to extend the life of the structure, we would discourage the use of salt or other de-icing agents.

Please call with any questions.

Sincerely,

SEC GROUP, INC.

Robert G. Davies, S.E., P.E.
Structural Manager
KMA/tcs
Attachments
APPENDIX A

Underwater Bridge Inspection Report

Valley Drive Bridge over the Fox River
Near
Millbrook, Illinois
Table of Contents

Title Sheet
Table of Contents
Condensed Inspection Report
Underwater Bridge Inspection Report/Dive Log
Exhibit A — Site Location Map
Exhibit B — Site Photographs
Exhibit C — FHWA Supplemental Guidelines for Substructure Condition Ratings
CONDENSED INSPECTION REPORT

SITE CONDITIONS

The existing bridge structure is located on Valley Drive over the Fox River near Millbrook, IL (see Exhibit A – Site Location Map). Existing structure plans were not available and the actual year of construction is unknown. A bridge marker plaque, located in the southwest quadrant of Span 1, indicates that the original construction may have taken place in 1897. The main superstructure spans consists of three simple spans of overhead steel thru-truss. The substructure units (east and west abutments) consist of stone masonry at the east abutment and stone masonry faced with a concrete cladding at the west abutment. The pier substructure units (Piers #1 and #2) consist of solid wall stone masonry. Pier #1 is the far westerly pier and was the substructure unit to be inspected by underwater inspection means. Pier #2 and both abutments could be easily waded and were not inspected as part of this report.

Pier #1 is located in the center of the main channel of the Fox River. The majority of the river bottom around the Pier #1 consists of shifting river sands, silts and gravels. The river current near and around the pier is quite swift and was estimated to be approximately 3-4 knots (5-7 feet/second). The west side of the pier had a river bottom that consisted predominately of heavy gravels and river cobbles as compared to the east side of the pier which consisted mainly of river sands. No zebra mussels were found on the river bottom or attached to any of the submerged stone masonry. Localized scour is occurring at this pier location due to the turbulence created as the river flows around this pier obstruction. The pier appears to be supported on a laid stone foundation and is exposed on the east side of the pier. Evidence of extremely high water (debris hanging in the underside of the truss deck system) indicates that scour will be more severe under high water conditions and may jeopardize the structural integrity of this pier over time.

Although Pier #2 was not part of the detailed underwater inspection undertaken by Westbrook Associated Engineers, Inc., it was visually inspected for any signs of obvious visual deficiencies. This pier is located immediately downstream from an island located within the Fox River. With this pier in the shadow of the upstream island, it is somewhat protected from the full environmental impacts of the Fox River. Minor surface abrasion of the stone masonry was observed in the lower 4 to 5 feet of the pier wall. The pier appeared to be plumb and level with no signs of settlement of scour. The upstream steel protection angle is intact and functional although minor corrosion can be observed in the lower 2'-0". Minor loss of mortar pointing is evident throughout the pier and should be tuck-pointed to deter further deterioration.

COMPREHENSIVE REPORT OF DEFICIENCIES

A FHWA Level I visual-tactile underwater inspection was performed at Pier #1 to ascertain a general overview of the substructure component condition (see Exhibit B – Site Photographs). Visibility ranged from 6' to 9' to near zero at times. The underwater inspection at this pier location was documented thru the use of underwater video equipment with audio capabilities.

The upstream pier nose has experienced severe loss of the stone masonry. The river bottom is littered with stone debris at this location. The footing along the east side of the pier is exposed but was not undermined at the time of the underwater inspection. Numerous vertical cracks thru the stone masonry along with loss of mortar pointing are visually evident in numerous locations both above and below the waterline which indicate active movement or past settlement. The
truss bearings being supported on the upstream side of the pier are in jeopardy of being undermined if further stone loss continues at the upstream pier nose.

**Numerical Condition Rating of the Pier #1 Substructure Unit**

The condition of an element, member, or component is an evaluation of its current physical state compared to the as-built (new) condition. The numerical condition ratings characterize the general condition of the entire component being rated. These condition ratings do not attempt to describe localized or nominally occurring instances of deterioration or repair. The correct assignment of a condition rating must, therefore, consider both severity of the deterioration or disrepair and the extent to which it is widespread throughout the component being rated. The condition rating of a bridge is a reflection of the bridge’s structural capacity, not its load-carrying capacity.

However, in some cases, a deficiency will occur on a single element or in a single location. If that one deficiency reduces the load carrying capacity or serviceability of the component, then the element can be considered a “weak link” in the structure, and the rating of the component would be reduced accordingly. Supplemental guidelines for substructure condition ratings have been developed by the FHWA for use in assigning these ratings (see Exhibit C – FHWA Supplemental Guidelines for Substructure Condition Ratings).

The numerical condition rating for the substructure unit inspected is:

<table>
<thead>
<tr>
<th>Pier No.</th>
<th>Condition Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

The Condition Rating of 3 – Serious Condition is based on the fact that the stone foundation is exposed and unprotected along the east side of the pier. The stone foundation was not visually exposed on the west side of the pier, but could be found by probing thru the gravel river bottom. The underlying stone masonry foundation appears to have shifted and settled slightly since the original construction. Cracking in the stone work above the waterline, especially near the upstream nose, indicates that the pier is experiencing movement. No heavy riprap encircles the pier to provide a scour countermeasure and high water events will most likely aggravate the current situation. In addition, the upstream pier nose stone work has experienced a significant amount of section loss. If left unchecked, the stone masonry will continue to deteriorate under high flows and normal environmental conditions and will certainly undermine the northerly bearing seat of the truss superstructure. This has the potential to cause a complete failure of the truss superstructure for Spans 1 and 2.

**Recommended Corrective Action**

Corrective action is strongly recommended at this time. The structural integrity of the upstream pier nose has been compromised and requires immediate repair action in 2009. High water and spring time “ice-out” conditions could potentially compromise the northerly truss bearings at Pier #1 causing a potential collapse of Spans 1 and 2. Our recommendation for repair would include the following:
Mobilization/Demobilization and Site Preparation

- The mobilization of equipment and staging of project site adjacent to work area.
- Implement an erosion control plan or turbidity barrier if required.
- Removal and of equipment and clean up at the completion of the project.
- Estimated Cost = $20,000 - $25,000

Place and Pump 4” Fabric Formed Articulating Block Mat

- Large stones and debris will be removed from the pier repair area to allow for the installation of the 4” Fabric Formed Block Mat.
- The Fabric Formed mat will be positioned at the perimeter of the pier. The mat will extend 15’ past the face of the pier to help prevent scour around the pier.
- Estimated Cost = $15,000 - $20,000

Pier #1 Repairs

- Provide temporary vertical shoring under the northern edge of the truss span in Spans 1 and 2 to support the truss during selected removal operations at Pier #1 if deemed necessary. This may require temporary reinforcement between truss panel points.
- The deteriorated stone on the pier will be removed to a depth of at least 4” by divers using pneumatic tools.
- Anchors as specified will be drilled and placed with the epoxy reinforcing steel tied to the anchors.
- Forms will be placed around the entire perimeter of the pier.
- The pier will then have the deteriorated stone replaced with Preplaced Aggregate Concrete (PAC). PAC is a system where a gap-graded aggregate is placed into the form and injected with a structural grout. The resultant repair exhibits a highly bonded, non-shrink, structural repair with excellent durability. This system is far superior to poured concrete repairs. It is also recommended that a galvanized steel protection angle be installed on the upstream portion of the sloped nose.
- Estimated Cost: $100,000 - $120,000

Also, we recommend that an underwater inspection of Pier #1 be completed on a 5-year schedule in accordance with FHWA underwater inspection policies. The scour depth should be evaluated at each inspection cycle and compared with previously measured values in order to establish a pattern of scour depth. This information can be used to identify conditions that are indicative of potential problems with scour and river stability for further review and evaluation by others.
**Underwater Bridge Inspection Report / Dive Log**

**Structure:** Valley Drive Bridge over the Fox River located within the Kendall County Forest Preserve District located near Millbrook, IL.

**Inspection Date:** 7/10/2009

**Weather Condition:** Cloudy skies and mainly overcast, above average humidity, chance of rain expected in the early afternoon, highs expected near 75°F.

**Safety Concern:** People fishing off the bridge and swimmers in the water at the time of the inspection. Also, minor woody type debris floating in the water and on bottom was observed.

**Total Days on Site:** 1  
**Current:** In excess of 3-4 knots near the pier.  
**Visibility:** 6” to 9”

**Total Site Time (Hrs):** 4.5  
**Water Temp.:** 68°F @ 8:00 a.m.

<table>
<thead>
<tr>
<th>General Site Condition</th>
<th>Scour at Bridge Site</th>
<th>Localized near and around the center pier.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Embarkment Erosion/Conditions</strong></td>
<td>Embankment Erosion/Conditions</td>
<td>Vegetated and stable with only minor bank sloughing.</td>
</tr>
<tr>
<td><strong>Dive Platform:</strong> Shore, Boat, Other</td>
<td>Dive Platform: Shore, Boat, Other</td>
<td>Dive boat moored at Pier #1</td>
</tr>
<tr>
<td><strong>Location of Boat Access</strong></td>
<td>Location of Boat Access</td>
<td>Immediately upstream of the bridge on the west bank of the river.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Substructure Unit(s)</th>
<th><strong>Pier #1 – Main Channel Pier</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level of Inspection</strong></td>
<td>FHWA Level I Visual-Tactical.</td>
</tr>
<tr>
<td><strong>Abutment/Pier Type</strong></td>
<td>Solid shaft type pier wall constructed of large stone masonry blocks.</td>
</tr>
</tbody>
</table>

**Dive Log**

<table>
<thead>
<tr>
<th>Maximum Water Depth, at Unit (ft)</th>
<th>6.0’ at Pier #1 along the east side.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Channel Bottom Material, at Unit</td>
<td>Sands, silts and gravels.</td>
</tr>
<tr>
<td>Scour at Unit</td>
<td>Localized near and around the pier.</td>
</tr>
<tr>
<td>Marine Growth/Cleaning Performed? (Y/N)</td>
<td>N/N</td>
</tr>
<tr>
<td>Debris/Clearing Performed? (Y/N)</td>
<td>Y/N (A large log was removed from the upstream pier nose).</td>
</tr>
<tr>
<td>Mode: Wade, Scuba, Surface</td>
<td>Surface Supplied Air Dive Package</td>
</tr>
<tr>
<td>Supplied Air:</td>
<td>See “General Inspection Notes at Pier #1”, below.</td>
</tr>
</tbody>
</table>

**Inspection Comments:**

---
GENERAL INSPECTION NOTES AT PIER #1:

The dive team assembled at Kendall County Forest Preserve boat landing located immediately upstream of the bridge site on the west bank of the Fox River at 7:30 a.m. The dive equipment was again checked to make sure all the tools necessary to perform a safe dive were operational. The bridge dive plan for Pier #1 was reviewed by the dive team and a strategy was formulated on the dive sequence. The dive team would commence the underwater inspection at the upstream nose of the pier and then work downstream along the east side as it was assumed that a slack water current may exist at this location.

Upon arrival at Pier #1, the team made a few perimeter passes around the perimeter of the pier to get a feel for the current and possible mooring locations. The lesser water current condition that was assumed to be on the east side of the pier was validated. The dive boat was moored off the Span 2 truss near the northerly bearing. The diver commenced the underwater inspection at the upstream nose of the pier. The diver noted that the current was strong at this location and that numerous large stones were on bottom. Upon inspection of the pier nose stonework below the waterline, the diver noted a large void, approximately 2 feet high by 4 feet wide was observed. It appears that this stone is part of the lower coursing of stone work at the nose near the mudline. The joints were open in the stone work with loss of mortar and settlement of the entire pier nose has occurred at this location. The diver also noted that vertical cracks extend full depth thru the remaining stones at the pier nose.

As the inspection diver continued downstream along the east face, the underlying stone footing was observed. Measurements indicate that the footing stones extend 2'-0" out from the main pier body. As the diver moved further away from the pier, a vertical step of approximately 1'-6" was measured to the top of another course of footing stone. This lower course stepped out another 2'-0" to the east and then had a vertical drop of approximately 6" back to the existing river bottom. The diver indicated that no scour was visually evident at this location and the diver could not probe under the lower coursing of stone. The diver did find two courses of footing stones beneath the main pier body along the easterly side. As the diver continued his underwater inspection moving downstream, it was noted near the mid-bay point that a few of the main pier body stones appear to have been displaced laterally outward to the east. This stone work is located immediately below the observed waterline. It was noted that the majority of the mortar pointing had been lost below the waterline. No zebra mussels or fresh water clams have been observed thus far during the dive. The river bottom along the east side of the pier consists of mainly a sandy bottom with little to no cobbles or river rock. The pier stood fairly consistent in structural condition all the way to the downstream nose.

As the diver worked his way up the west face of the pier to the upstream pier nose, it was noted that the river bottom consistency has changed from a sandy bottom to sand - gravel - cobble mixture. The river current is noticeably stronger along this pier face. Near the southwest corner of the pier, the diver can probe down thru the river bottom (approximately 6") and find the top edge of the first coursing of the stone footing. As noted previously, this vertical edge of the stone coursing is located approximately 2'-0" away from the main pier body. As the diver continues upstream, mortar pointing loss was noted in the majority of the stone coursing below the waterline. The diver also found loose stones in the main pier body. Continuing upstream, the diver noted that the footing stones are still buried under the riverbed. Near the mid-bay point of the pier, the stone coursing located above the waterline has open joints, loss of mortar pointing and visual signs of settlement. As the diver approaches the upstream nose, sections of missing and displaced stones are evident in the northwest corner and on river bottom. The diver can easily pull broken and fractured stone from the interior section of the main pier body at this location. A large tree that was lying across the upstream pier nose was removed. Probing indicated that the void is approximately 4'-0" in length in the east-west direction. This is nearly the full width of the main pier body. The diver indicated that the river bottom is littered with broken and displaced stones immediately upstream of the pier nose. No indications of the stone footing being exposed were noted by the diver at this location.

**Measured water depths at Pier #1:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Depth (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upstream Nose</td>
<td>5.00 (upstream of the stone debris pile on natural river bottom)</td>
</tr>
<tr>
<td>Midpoint of West Face</td>
<td>5.00 (on natural river bottom)</td>
</tr>
<tr>
<td>Downstream Nose</td>
<td>4.83 (downstream of the nose on natural river bottom)</td>
</tr>
<tr>
<td>Downstream Nose</td>
<td>3.17 (on top of the first course of the stone footing)</td>
</tr>
<tr>
<td>East Face</td>
<td>3.17 (on top of the first course of the stone footing)</td>
</tr>
<tr>
<td>East Face</td>
<td>6.00 (east of the pier on natural river bottom)</td>
</tr>
</tbody>
</table>

Measured from the top of the lower pier concrete cap (full width cap) to the observed water line = 10.75 feet.
Exhibit A

Site Location Map
VALLEY DRIVE BRIDGE OVER THE FOX RIVER
NEAR
MILLBROOK, ILLINOIS
Exhibit B

Site Photographs
Looking East from West Abutment

Looking West from East Abutment
Looking Upstream at Pier #1

Looking Downstream at Pier #1
1897
Commissioners of
Fen Township
H.B. Barnes    D.B. Steeper
J.D. Russell    A.C. Aver
John Murley    Neil Green
E.W. Jackson

Bridge Marker Located in SW Quadrant of Span 1

Structure Located Immediately Downstream
Upstream Nose at Pier #1

Looking East at Pier #1 Upstream Nose
Looking West at Pier #1

Looking West at Pier #1 Upstream Nose
Looking East at Pier #1

Downstream Nose at Pier #1
Exhibit C

FHWA Supplemental Guidelines for Substructure Condition Ratings
## SUPPLEMENTAL GUIDELINES: SUBSTRUCTURE CONDITION RATING

The following guidelines have been developed as a training guide for the condition rating of substructures. They are intended as a supplement to the FHWA Coding Guide to make it easier to assign the most appropriate condition rating to the substructure.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>EXCELLENT CONDITION – No noticeable or noteworthy deficiencies which affect the condition of the substructure. Insignificant scrape marks caused by drift or collision.</td>
</tr>
<tr>
<td>8</td>
<td>VERY GOOD CONDITION – Shrinkage cracks, light scaling, or insignificant spalling which does not expose reinforcing steel. Insignificant damage caused by drift or collision with no misalignment and not requiring corrective action.</td>
</tr>
<tr>
<td>7</td>
<td>GOOD CONDITION – Minor cracking with possible leaching, or spalls on concrete or masonry unit with no detrimental effect on bearing area. Leakage of expansion devices has initiated minor cracking. Some rusting of steel without measurable section loss. Insignificant decay, cracking, or splitting of timber. Minor scouring may have occurred.</td>
</tr>
<tr>
<td>6</td>
<td>SATISFACTORY CONDITION – Minor deterioration or disintegration, spalls, cracking, and leaching on concrete or masonry units with little or no loss of bearing area. Corrosion of steel section, but no measurable section loss. Some initial decay, cracking, or splitting of timber. Fire damage limited to surface burning of timber with no measurable section loss. Shallow, local scouring may have occurred near the foundation.</td>
</tr>
<tr>
<td>5</td>
<td>FAIR CONDITION – Concrete or masonry units may exhibit some section loss with exposed reinforcing steel possible. Measurable but minor section loss in steel members. Moderate decay, cracking, or splitting of timber; a few secondary members may need replacement. Fire damage limited to surface burning of timber with minor, measurable section loss. Some exposure of timber piles as a result of erosion, reducing the penetration. Scour may be progressive and/or is becoming more prominent with a possibility of exposing the top of footing, but no misalignment or settlement noted.</td>
</tr>
<tr>
<td>4</td>
<td>POOR CONDITION – Structural cracks and advanced deterioration in concrete and masonry units. Extensive section loss in steel members. Substantial decay, cracking, splitting, or crushing of primary timber members, requiring some replacement. Fire damage with significant section loss of timber which may reduce the load carrying capacity of the member. Extensive exposure of timber piles as a result of erosion, reducing the penetration and affecting the stability of the unit. Additional cross bracing or backfilling is required. Extensive scouring or undermining of footings affecting the stability of the unit and requiring corrective action.</td>
</tr>
<tr>
<td>3</td>
<td>SERIOUS CONDITION – Severe disintegration of the concrete. Generally, reinforcing steel exposed with advanced stages of corrosion. Severe section loss in critical stress areas. Major fire damage to timber, which will substantially reduce the load carrying capacity of the member. Bearing areas seriously deteriorated with considerable loss of bearing. Severe scouring or undermining of footings affecting the stability of the unit. Settlement of the substructure may have occurred. Shoring considered necessary (not just precautionary) to maintain the safety and alignment of the structure.</td>
</tr>
<tr>
<td>2</td>
<td>CRITICAL CONDITION – Concrete cap is soft and spalling with reinforcing steel exposed with no bond to the concrete. Top of concrete cap is split or concrete column has undergone shear failure. Structural steel members have critical section loss with holes in the web and/or knife-edged flanges typical. Primary timber members crushed or split and ineffective. Scour is sufficient that substructure is near state of collapse. Pier has settled.</td>
</tr>
<tr>
<td>1</td>
<td>&quot;IMMINENT&quot; FAILURE CONDITION – Bridge closed. Corrective action may put the structure back in light service.</td>
</tr>
<tr>
<td>0</td>
<td>FAILED CONDITION – Bridge closed. Replacement is necessary.</td>
</tr>
</tbody>
</table>