I.  Call to Order

President Wehrli called the meeting to order at 5:32 p.m. in the Kendall County Board Room.

II.  Roll Call

Commissioners Cullick, Davidson, Gilmour, Koukol, Prochaska, and Wehrli all were present.

III.  Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Cullick. All, aye. Opposed, none.

IV.  Citizens to be Heard

No public comments were offered.

V.  Director’s Report

Director Guritz reported that major projects for the prior period included completion of the S&P bond rating review process, progress towards the acquisition of the Fox River Bluffs property, continuing efforts to reallocate fiscal year appropriations within the budget and beginning the process for forecasting end of year projections for the current fiscal year, and projections for the FY 15-16 budget, which included an analysis of the farm license agreement revenues and preparation of 2015 farm license agreements. All is in order with the bond refunding project, with a closing date set for April 22. Additional savings will be recognized for interest rates within the refunding due to the bond insurance agencies AA bond rating. The EAB tree removal process has wrapped up, and we have received an invoice from the contractor. General consensus of staff is that Arborworks went above and beyond with the tree removals from Harris and Hoover. The program season is ramping up for rentals, weddings, and environmental education programs for schools.

Commissioner Davidson inquired into the tree removal contract, and whether all the trees had been removed. Director Guritz stated that only those trees in the campsite area at Hoover had been removed. All others were left in the woodland areas away from pathways per contract to keep contract costs down.
Commissioner Davidson asked whether a working budget could be presented in the next 30-40 days. Director Guritz stated that progress has been made, but there are still some blind spots remaining on the operating revenues. Finance has been looking at the monthly financial reports, and it appears we are tracking well with the projected expenditures for the year. Director Guritz stated that the revised working budget should come into sharper focus within the next 60 days.

Commissioner Gryder arrived at 5:37 p.m.

Commissioner Gryder added that the budget work that needs to be completed is a top priority, and should take precedence over other tasks.

Director Guritz drew attention to a section of the Director’s Report covering budget and finance deficiencies reported within the S&P bond rating report and the Wipfli auditing report. In looking at the budget challenges, without blame or fault, the District started this fiscal year with an operating fund deficit and without a fund balance policy in place. The District ended the last fiscal year over expending beyond appropriations in three different funds. The way to fix these issues is to establish an operating fund balance, and approve a fund balance policy as part of a balanced budget for the upcoming year which will include beginning the work to restore properties to natural areas as required under grant agreements, including charging appropriate staff salaries to support cropland conversions. It is within the ability and means of the District to accomplish this, and Commission should carefully consider this need and opportunity for balancing the budget.

President Wehrli stated that in his consultations with conservation agencies, charging of staff salaries to capital projects is accepted practice and provides opportunities for sustaining staff efforts to restore natural areas.

Director Guritz added that a project is currently underway to assign replacement values on all District buildings and infrastructure for insurance purposes. There are many structures on the landscape, including dilapidated structures that need to be demolished, and newer buildings that need to be maintained. The District has a lot of capital needs that will need to be addressed, and these needs cannot be met with the funds available in operations.

VI. Anti-Harassment Policy and Training

Director Guritz reported that the District needs to approve an anti-harassment policy and approve a motion to receive training from the State’s Attorney’s Office. This is the start of a project to establish a separate personnel policies manual for the District, which will include establishing an intergovernmental agreement with Kendall County to define roles and support services extensions.
President Wehrli stated that this is part of the effort to further separate the forest preserve district from the county. As the annual training dates approach the State’s Attorney’s Office has offered to conduct separate trainings for District supervisors and support staff. In order for them to conduct the trainings, an approved policy needs to be in place. Any changes or suggestions for revisions should be submitted to Director Guritz to make the edits.

Commissioner Gilmour asked whether this proposed policy was more or less the same as the County’s policy. Director Guritz stated that this policy was drafted using the SAO’s policy as the template. For future policies, the District will also be looking at the County’s policies.

VII. 2015 Farm License Agreements

Director Guritz distributed an updated spreadsheet showing farm license agreement projections for the current fiscal year. The revised spreadsheet also detailed base rent payments and yield payments past due from prior years.

The FY 15 audit indicated the District received $175,000 in farm license revenue for the period. As part of this analysis, it was determined that approximately $44,000 of the revenue collected in FY 15 was for crop yield payments from the prior year. Based on this, the base rent total amount payable for all farm license contracts in FY 14 was $117,775, with an additional $14,400 received for yield payments for that year. For FY 15 $146,182 is anticipated collectively for base rent payments which includes 95 acres under production at $300 per acre for the Fox River Bluffs property. The analysis also confirmed past due payments owed by Majestic Nursery – Randy and Gayle Roberts in the amount of $1,265, and $9,651 from Dan and Don Roberts.

This report had been reviewed by Latreese Caldwell, and does reconcile with the audit report.

Commissioner Gilmour inquired into whether yield payments should be expected from all farm license contracts.

Commissioner Davidson responded that not all land farmed by the District generates the volume of crop production that would result in additional yield payments.

Commissioner Gilmour inquired into whether the District would be continuing the relationship with Dan and Don Roberts based on the late payments.

President Wehrli stated that the issue has been resolved, but involved production in 2012 when the District constructed trails within the farm license agreement area prior to the harvest of crops. Because of these impacts, Dan and Don Roberts were told that base rent
and yield payments would be credited, but these figures were never presented to them to determine amounts owed to the District. Trail construction activities impacted approximately 10 acres, and the amount of this credit has now been calculated with the final figure of $9,651 that will be paid to the District in the current year.

Commissioner Koukol thanked Director Guritz for identifying this issue, and sitting down with Dan and Don Roberts to negotiate the amount owed.

Parcel numbers and GIS acreage was also examined, and two contract corrections made to two parcel index numbers.

Commission also concurred that the request from Don Young to determine yield calculation payments based on calibrated yield transect data taken during harvest within the 12-acres farmed along Blackberry Creek was appropriate and acceptable.

Commission also discussed crop insurance provisions of the contracts.

Commissioner Davidson suggested that any changes to future agreements, or changes in licensed farmers, needs to be determined by August, and brought to Commission for consideration by mid-September.

**VIII. Exhibitor-Vendor Agreements Template**

Director Guritz requested Commission review of an exhibitor and vendor agreement template, and authority to execute these agreements on behalf of the District. This will allow the District to establish formal agreements with exhibitors and vendors on District properties to support events, insure that the appropriate liability coverage is in place depending on the activities performed, and ability to adjust or waive insurance extension requirements depending on the nature of the exhibit or vending service.

Director Guritz requested assignment of signature authority for executing exhibitor and vendor agreements, including the ability to adjust or waive insurance requirements.

President Wehrli inquired into whether this was for instances where the District was paying for a service, or if this would be used for exhibitors paying the District to exhibit. Director Guritz stated that the template could be used in either situation.

Commissioner Gilmour expressed concerns about communications from the State’s Attorney’s Office related to contract reviews, with an interest in having relevant information received from the State’s Attorney’s Office prior to the meeting.
Director Guritz stated he would send out the e-mail received back from the State’s Attorney’s Office with their template review comments.

The board discussed use of the exhibitor-vendor agreements template, the types of exhibitors and vendors at District events, and the District’s overall risk and liability management program and processes.

Commissioner Davidson suggested that the board review insurance and general liability coverages for the District with the insurance agent to determine what is covered, and what is not covered for hosted programs and events. The board instructed Director Guritz to forward the template to the insurance carrier, and plan to hold another discussion with the insurance carrier and State’s Attorney’s Office present to discuss the need and provisions for this type of agreement.

Director Guritz informed the board that he has requested a quote for additional insurance coverage for the District’s equestrian programs, and will share this information with the board once received.

IX. Millbrook Bridge: Inspection Updates – Old Whitfield-Valley Road Title Search

Director Guritz reported that the Millbrook bridge inspection has been completed, and HR Green will be scheduled to present the results at an upcoming meeting. Separately, it has been suggested that grant funding may be available for repairs if the Old Whitfield Road-Valley Road easement could be opened as a trail connection corridor between the Shuh-Shuh-Gah canoe launch and Millbrook North Forest Preserve.

Director Guritz stated he would be securing a quote to complete a title search to identify the property location of the road easement. Separately, there may be a need for a survey to compare property boundaries to the location of the existing road improvements.

Commissioner Gryder reported that he was able to sit in on a meeting held recently with the engineers and County highway department to discuss the past history and current condition of the bridge. Beyond the road corridor title search, it was suggested that the forest preserve may not actually hold title over the bridge. The other issue discussed was a 30-year old letter from the Illinois Department of Transportation expressing concern that the Millbrook Bridge had not been removed as planned, citing concerns over the potential for structural or hydraulic impacts to the new vehicular bridge.
Laura Stuart also participated in the meeting, and provided grant program suggestions for a pedestrian river crossing either for Millbrook Bridge improvements or construction of a new crossing.

Commissioner Gryder stated that following the presentation by HR Green, the board may need to consider closing the bridge to address public safety.

The board discussed the question of whether the District actually owns the bridge. Director Guritz stated that Fox Township conveyed ownership of the bridge to the District by deed, but may or may not have vacated the road corridor property and right-of-way to the District. The right-of-way or road easement is located on private property, which was customary practice at the time the road easement was established.

Commissioner Davidson stated that what normally happens is that the roadway dedication is carried on the title, with property owners bisected by the roadway owning the property up to the center line.

Director Guritz agreed, but in this case, the location or legal description for the road easement may not actually match the location of the road improvements.

Commissioner Davidson adjourned from the meeting at 6:30 pm.

X.  **IDOT Rail Safety Crossing Grant: Hoover FP Main Entrance Road Survey, Conveyance, and Intergovernmental Agreement**

Director Guritz stated that the as part of the IDOT grant, the Hoover road entrance needs to be a public road held by either Kendall County or Kendall Township. Fran Klaas has reached out to IDOT to first identify the best agency fit by definition for the public road to determine which agency the District will need to work with to dedicate the road. Separately, the District will need to enter into an intergovernmental agreement with that agency that will place responsibility on the District to maintain the roadway.

Once this determination is made, a survey will be ordered to develop the legal description for the road.

President Wehrli stated that it will likely be the township we will need to work with, as a County Highway by definition cannot simply end in the middle of a Forest Preserve.

XII. **Executive Session**

Commissioner Cullick made a motion to enter into executive session under 2(c)5 of the Open Meetings Act to discuss the 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. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

Roll call: Commissioners Gilmour, Gryder, Prochaska, Cullick, Koukol, and Wehrli

Executive session called to order at 6:38 pm.

Commissioner Prochaska made a motion to reconvene the regular meeting. Seconded by Commissioner Cullick. All, aye. Regular meeting reconvened at 6:58 pm.

XII. Other Items of Business

None.

XIII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gryder. All, aye. Meeting adjourned at 6:59 p.m.

Respectfully submitted,

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

President Wehrli called the meeting to order at 6:05 p.m. in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli all were present.

V. Citizens to be Heard

No public comments were offered.

VI. Approval of Agenda

Commissioner Gryder made a motion to approve the agenda as presented. Seconded by Commissioner Koukol. All, aye. Opposed, none. Motion passed unanimously.

VII. Approval of Minutes for the March 10, 2015 Programming and Events Committee Meeting; March 11, 2015 Committee of the Whole Meeting, and March 12, 2015 Finance Committee Meeting

Commissioner Cullick made a motion to approve the meeting minutes for the Programming and Events Committee meeting minutes held on March 10, 2015; the Committee of the Whole meeting held on March 11, 2015, and the Finance Committee meeting held on March 11, 2015. Seconded by Commissioner Davidson. All, aye. Opposed, none. Motion passed unanimously.
VIII. **Kendall County Forest Preserve District Volunteer Program Awards**

President Wehrli thanked all of the volunteers present at the meeting for their time, commitment, and support of the Forest Preserve District.

John and Mary Church received the 2015 Ron Clark Award honoring supporters of the District who exemplify the spirit and positive attitude of the late Ron Clark.

Kathy Koeppe received recognition for extending the most hours to the Natural Beginnings program.

Ken Mozingo was recognized for extending the most hours to the Natural Areas Volunteer program.

Beth Johnson received recognition for outstanding service for administrative support of the Natural Areas Volunteer program.

Shae Clever, Laura Kaminskas, Michelle Salato and Rebecca Roulo received recognition for their time contributions in supporting Ellis House and Equestrian Center programs.

Georgene Jarecki was recognized for contribution the Ellis House and Equestrian Center in 2014.

Lea Ann Koch was recognized for her above and beyond service contributions to Ellis House and Equestrian Center.

IX. **Resolution #15-006 Honoring Jody Strohm for her Service and Establishment of the District’s Natural Areas Volunteer Program**

Commissioner Gryder made a motion to approve Resolution #15-006 honoring Jody Strohm for her service and establishment of the District’s Natural Areas Volunteer Program. Seconded by Commissioner Cullick.

President Wehrli recited Resolution #15-006 honoring Jody Strohm for her service and efforts to establish the District’s Natural Areas Volunteer Program.

Jody Strohm thanked the Commission and volunteers present.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli, all. Opposed, none. Motion passed unanimously.
X. Ordinance #15-005 Approving the Purchase of Approximately 166.01 Acres of Land known as the Fox River Bluffs in Fox Township, Kendall County for $13,486 Per Surveyed acre, or Approximately $2,238,811 Plus Closing Costs

Commissioner Gilmour made a motion to approve Ordinance #15-005 approving the purchase of approximately 166.01 acres of land known as the Fox River Bluffs in Fox Township, Kendall County for $13,486 per surveyed acre, or approximately $2,238,811 plus closing costs. Seconded by Commissioner Flowers.

President Wehrli stated that the Board of Commissioners had approved a letter of intent to purchase the property at a Special Committee meeting held the previous week.

Commissioner Davidson expressed concerns regarding the need for capital funds to complete cropland conversion of 250 acres, and concerns regarding the preliminary program deficit figures for Ellis ($51,000), Hoover ($77,000), and Environmental Education ($70,000), and concerns with overstatement of the 2015 farm license budget projections for the year. Commissioner Davidson stated that because of the current budget issues, he could not support the property purchase.

President Wehrli reminded Commission that the capital funds could not be used to take care of the parks and operations, and that the District had received two grant awards to support offset a considerable amount of the cost for acquisition, including a $600,000 grant from the Illinois Clean Energy Community Foundation, and a $750,000 grant from the IDNR-OSLAD/Land and Water Conservation Fund.

Commissioner Davidson stated that cost for conversion of these areas to natural habitat will also reduce operational funding.

President Wehrli stated that loss of farm revenue is to be expected. The role of the District is to convert farmland holdings to restored natural areas for the enjoyment of current and future generations.

Commissioner Davidson stated that he did not see how the District can continue to operate as it has and meet its obligations without going back to the taxpayers for a referendum, or back-door referendum.

President Wehrli stated that steps were being taken to address the budget concerns within the current fiscal year that will help improve the budget outlook in the next fiscal year.
Commissioner Flowers stated that the question at hand is the purchase of the Fox River Bluffs property. The other issues do need to be addressed, but the question tonight is whether this property will be purchased by expending capital funds secured for this purpose.

In response, Commissioner Purcell stated that the question is whether the District can afford the improvement, not just to this property, but to other District holdings acquired.

Director Guritz stated that the challenge is with the operational fund. Not to say there are not relations between the growth of the forest preserve district as a result of the 2007 referendum to the question of this purchase. Of course, the result of the referendum will increase costs for operations of the District. The issue at hand is that as we come to a close of the referendum funds available, that resource will not be available as it has in the past. There are other opportunities that could be considered down the road, but we are not there yet. Within the next three years, the District should have these bond funds expended, one way or another. We have this tremendous opportunity for a grant-funded acquisition project that will put an exclamation point on the tremendous job the Board has done to acquire land with the funds approved by referendum by the Kendall County voters. On the operations side, it’s a lot to carry with the small amount of funding available, but the District will find ways to get the job done and extend public services, which will be an ongoing discussion for the remainder of the year until the operational budget is balanced. One of the challenges is that the District does not have as many acres under agricultural production as budgeted. The budget for farmland license revenue anticipates proceeds from the Fox River Bluffs acquisition. Director Guritz stated that he was pleased with Commission deliberations as budget information has been presented, and staff efforts to recognize the budget challenges and take initiative to close the operational budget deficit. The District, like most government agencies is experiencing lean times, and we will do our best to innovate, adapt and sustain public services.

Commissioner Purcell asked Director Guritz whether it is still his recommendation to transfer interest earnings from the capital budget to the operations budget.

Director Guritz stated that when this was initially presented, it was a concept plan to address the operational budget shortfall. Now that the audit results placed the operational fund beginning balance in a deficit, it is something the Board will need to discuss and address. The recommendation will be to transfer a portion of the interest, but that this will require board deliberation.
Commissioner Prochaska inquired into the timeframe for debarment from participation in these grant programs should the District not approve acquisition of the Fox River Bluffs property.

Commissioner Gryder recalled that the District’s grant consultant had advised that debarment would be two years.

President Wehrli called the question.

Roll call: Commissioner Prochaska, Wherli, Cullick, Flowers, and Gilmour, aye. Opposed, Commissioner Koukol, Purcell, Davidson, and Gryder. Ordinance passed by a vote of five to four.

XI. Motion: Approval of a Proposed Afternoon Session for the Natural Beginnings Pre-School Program and Assigned Tuition Fees of $1,675.00 for the 2015-2016 School Year

Commissioner Cullick made a motion to approve a proposed afternoon session of the Natural Beginnings Pre-School Program and Assigned Tuition Fees of $1,675.00 for the 2015-2016 school year. Seconded by Commissioner Flowers.

Director Guritz stated that progress has been made on the budget recoding project, and closer examination of District program budgets. As part of this process, Environmental Education Program Supervisor Laura McCoy, and Megan Gessler as lead instructor for Natural Beginnings examined the revenues and costs, and opportunities for addition of an afternoon session to cover direct costs for the program. The resulting spreadsheet presented showed that the program could cover costs so long as 90% enrollment in the program is achieved. Director Guritz recommended approval of the motion to allow sufficient time to market to program to secure sufficient enrollment in the program.

Director Guritz stated that Natural Beginnings has served as a model program for the region and will be receiving national recognition in the current year. Megan Gessler reported that she will be participating in an upcoming conference at the Chicago Botanic Garden for nature educators to present an overview of the benefits to children from nature play, a nature preschool summit and participation on a national leadership team on May 10 and 12, and participation in a conference in August in Atlanta, Georgia as part of the Northern Illinois Nature Preschool Association, the first of its kind in the United States.

Commissioner Davidson asked for clarification on whether the program requires tax-based support. Director Guritz stated that if enrollment figures are achieved, the program is able to cover all direct costs for operations.
Commissioner Gryder pointed out that the summary of costs presented in the cover memo stated a lower figure for tuition. Director Guritz stated that the summary was based on current year charges, and that the $1,675 would be the tuition fee going into the next school year.

Commissioner Gryder stated that in past years, there were concerns whether enrollment figures presented could be achieved. Megan Gessler stated she was confident that the enrollment could be achieved, and that there are currently ten children on a waitlist hoping to start enrollment in the fall.

Commissioner Gilmour stated her support for the program.

Commissioner Purcell inquired into whether Director Guritz had worked with Latreese Caldwell in development of the program budget. Director Guritz stated that he had worked directly with Laura and Megan to develop the spreadsheet, with Latreese focusing on other projects including the recoding of the current fiscal year appropriations.

Commissioner Purcell pointed out an error in the spreadsheet. In the total salary column, the salary total did not include Laura’s salary calculation of $3,240.00 resulting in a report error for total staffing costs impacting subsequent calculations within the spreadsheet.

Director Guritz thanked Commissioner Purcell for pointing out the formula error.

Commissioner Purcell also stated that the total hours projected for Megan Gessler are lower than the previous years’ total hours worked. In looking at the calculations for the afternoon session, Commissioner Purcell noted that both Megan’s time and Laura’s time were not scheduled within the afternoon spreadsheet. Megan Gessler stated that with respect to Laura’s time, she oversees the overall program, but Megan provides direct day-to-day instruction and oversight. Megan stated that she will be present in the afternoon as well, so the staffing will be the same for the afternoon session within the total hours presented.

Commission instructed Director Guritz to include Latreese Caldwell in the process for reviewing budget data and spreadsheets.

Director Guritz apologized for the error, and stated he submit spreadsheets for review prior to presenting from this point forward.

- Roll call: Commissioners Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Cullick, and Wehrli, aye. Opposed, none.
XII. Motion: Approval of Program Agreement #15-004-001 between the District and the American Competitive Trial Horse Association for Hosting Competitive Trail Challenges and Arena Obstacle Challenge Events at Ellis House and Equestrian Center

Commissioner Gryder made a motion to approve program agreement #15-004-001 between the District and the American Competitive Trial Horse Association for hosting Competitive Trail Challenges and Arena Obstacle Challenge Events at Ellis House and Equestrian Center. Seconded by Commissioner Flowers.

Director Guritz reported that this partnership event was proposed to the Events and Programming Committee in January. Typically, the ACTHA partners with other stables to host Trail Challenge and Arena Obstacle Challenge events where ACTHA handles registrations, retains a small portion of the registration fee up to $250.00, and pays the host agency or stable the balance of the collected registrations following the event. This information is detailed within a promise letter on the ACTHA website, which includes rider class registration fees, resources for hosting the event including access to the ACTHA membership for marketing purposes, training materials for event judges, and instructional materials for hosting ACTHA events. Revenue sources beyond registration fees will include concessions, photography, and overnight trailer parking. Because the group is collecting funds that will be paid to the District, the promise letter was reformatted into a program agreement, and sent to ACTHA and the State’s Attorney’s Office for review.

Due to the schedule change for hosting the event to mid-May, and because the ACTHA has limited staffing resources, there was insufficient time to structure a formal agreement that would include provisions typically recommended for inclusion by the State’s Attorney’s Office.

President Wehrli stated that the urgency is to get started with preparations for hosting the event, and that the date was changed in order to fall within the current ACTHA challenge year. ACTHA members look for end-of-year events to boost their total score for the year, so hosting an end-of-year event may help to draw participation.

Commissioner Gilmour inquired into whether the State’s Attorney’s Office had time to complete a formal review. Director Guritz stated that the agreement was sent to ACTHA and the State’s Attorney’s Office on the same date for review. However, the SAO’s office wanted to see the comments received back from ACTHA before recommending changes. That said, the SAO office did provide a response and feedback on the challenges and issues associated with the agreement now presented for approval.
President Wehrli stated that Leslie Coffey was not comfortable with many of the contract’s verbiage and provisions.

Commissioner Flowers added that this group typically works with private barns under simple terms. They are not used to working with government agencies, but are very successful with their program and sponsored events.

Commissioner Cullick asked whether this had to be decided at this meeting, or whether additional time could be taken to develop a more comprehensive agreement.

Director Guritz stated that approval is needed in order to have sufficient time to develop the event, and to open up registration through ACTHA. If the marketing and registration is delayed, the event cannot move forward as scheduled.

Commissioner Cullick asked about ACTHA’s insurance. Director Guritz stated that ACTHA has $1,000,000 in general liability insurance that will be primary listing the District as additionally insured. Waiver sign-offs are secured by all ACTHA members, and a separate waiver will be developed for participants to sign at Ellis prior to competing.

The Illinois Equine Liability Act also provides some measure of liability protection for agencies hosting equine-related activities. The District’s liability insurance is secondary, and participants will be covered under the insurance policy.

Commissioner Purcell asked about the bottom-line for potential revenues and expenditures for the event. Director Guritz stated that for each trail-challenge weekend, there are two trail challenge events, and one arena obstacle event. For trail challenges there is potential for hosting up to 50 riders at $40 each, and 40 riders at $30 each for the arena challenges totaling $5,200 for each weekend. Trailer parking, concessions and an event photographer could bring in up to $2,000 of additional revenue.

$2,100 is anticipated for staffing for event preparation and hosting, with 55 staff hours anticipated to prepare the challenge courses, and 80 staff hours for hosting the event.

Commissioner Gryder stated that last year, staff was challenged with bringing forward new ideas for revenue generation. This proposal looks like a reasonable opportunity to generate revenue within a new and unique event offering.

Commissioner Koukol inquired into the requirement for event marketing. Director Guritz stated we would be utilizing Constant Contact to develop an event promotional newsletter and flyer, and reaching out to local riders and agencies to help promote the opportunity.
Commissioner Purcell inquired into whether this event would impact any weddings scheduled. Director Guritz stated that there was a wedding cancellation that opened this weekend for consideration for hosting the challenge event. The other weekend date has not been planned at this time.

President Wehrli invited Assistant State’s Attorney Coffey to provide insights into the agreement discussion. Attorney Coffey stated that the discussions covered some of the larger concerns from the review. Some of the specific issues included lack of worker’s compensation insurance for ACTHA workers, there are no revenue provisions which means that if ACTHA breaches the contract, the District has no legal remedies available, and there is no indemnification or waiver of liabilities for the District. As long as the Commission is comfortable with assuming these risks, that is the board’s decision.

Essentially, if something were to happen at the event, the District is jointly liable, and the District would not be able to compel ACTHA to represent the District and assume the costs for the suit.

Amy Clever, Equestrian Program Manager stated that ACTHA is staffed by volunteers, and the District will be staffing the event with both paid staff and volunteers. They do not send staff or employees to the event. Amy confirmed that there will be two waivers that participants will be required to sign, one for ACTHA and one to cover the District.

Roll call: Commissioners Gryder, Koukol, Wehrli, Davidson, Flowers, aye. Opposed, Commissioners Prochaska, Purcell, Cullick, and Gilmour. Motion passed by a vote of five to four.

XIII. Executive Session
None.

XIV. Other Items of Business
None.

XV. Adjournment

Commissioner Davidson made a motion to adjourn. Seconded by Commissioner Flowers. All, aye. Meeting adjourned at 7:17 pm.

Respectfully submitted,
David Guritz
Director, Kendall County Forest Preserve District
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**Total Forest Preserve Expenditures**: 5,486.21

**Total FP Board Procurement 2007**: 39,314.99

**Grand Total**: $44,771.20
I. Call to Order

Vice-chair Cullick called the meeting to order at 7:06 pm in the Kendall County Board Room, appointing Commissioner Gilmour as a committee representative for the meeting.

II. Roll Call

Commissioners Davidson, Gryder, Koukol, and Cullick all were present.

III. Citizens to be Heard

No public comments offered.

IV. Review of Claims in an Amount not to Exceed $12,680.09.

Commissioner Gryder made a motion to forward claims in the amount of $12,680.09 for Commission approval. Seconded by Commissioner Koukol.

The Finance Committee discussed the claim for tree removal completed by Four Seasons Landscaping. Director Guritz stated that he had requested a reduction in the cost from the quote received from Four Seasons as specialized equipment was not needed as anticipated within the initial proposal. Cost was reduced from $2,300 to $1,950.

The Finance Committee discussed District responsibilities for tree removals along forest preserve boundaries. Generally, overhanging trees and branches are the responsibility of adjacent property owners for removal.

The Finance Committee discussed claim numbers 393 and 394 for Brothers County Supply in Morris. Director Guritz stated that in speaking with Ellis staff, the cost for goods purchased is generally lower, and the store is closer to Ellis reducing staff travel time.

The Finance Committee discussed claim number 397 for Blue Peak Tents. Director Guritz stated that the tent lease runs through the end of October. The Committee discussed increased competition from other local wedding venues.

Committee Chair Cullick called the question on the motion. Aye, all. Opposed, none. Motion passed unanimously.

Director Guritz stated that overall the District is tracking well within the expenditure line items, with the concerns focused on the revenues for the year. Separately, in a recent meeting with Latreese Caldwell, our part time salary expenditures at Ellis are higher than expected, understanding that part of this equation deals with the reassignment of one full-time staff member from Ellis to Grounds and Resources, and one part-time Grounds and Resources staff member to Ellis.

Director Guritz stated that he would be bringing forward a staffing proposal for Ellis, understanding that Amy Clever will be reducing hours in June of this year, and that Ellis administrative responsibilities will need to be examined. Separately, Rebecca Bigel, the center’s primary lessons instructor will be leaving the District at the end of August. A summer intern from Black Hawk College will provide lessons instruction over the summer months.

The Finance Committee discussed revenues for credit card fees. Director Guritz stated he would look into where these revenues were being coded.

Commissioner Gryder inquired into the Ellis revenues, with only 14.66 percent collected year-to-date, understanding that center programs will be increasing through the remainder of the year. Director Guritz stated that the wedding event program has been examined, with projections down from $69,000 budgeted to $43,500 anticipated.

The Finance Committee discussed staffing at Ellis. Commissioner Cullick raised concerns over not having the Barn Manager position present on a regular basis. Director Guritz stated that he was examining opportunities for the grounds maintenance position to assume a more significant administrative role over the operations of the center.

Commissioner Koukol stated that this would place a lot of responsibility on a part-time position.

Director Guritz stated that the way the program is currently structured, we have one part-time staff member handling morning chores and feeding. Ellis has one lessons instructor that handles the bulk of instruction, and the Barn Manager provides more regular coverage on evenings and weekends during peak program times.

Commissioner Davidson stated concerns over hiring new positions to address these issues with the present budget concerns. Director Guritz stated that this was his concern as well, with the goal of insuring that staffing levels are sufficient to cover base operational needs of the center and programs.
Commissioner Koukol inquired into whether Ellis volunteers are supervised by staff. Director Guritz stated that it was his understanding that volunteers working with the horses are supervised at all times. Director Guritz reported that Marty Vick’s reassignment to Ellis is working well, and that he has the experience needed to assume a more significant administrative role for the center.

Commissioner Gryder asked if the plan and recommendations will be put forward in the next month. Director Guritz stated that this was the timeframe he is working towards.

VI. 2015 Bond Refund Updates

Director Guritz reported that the bonds will close on April 22, 2015. Because of the bond insurance agency’s rating, interest rates are reduced by 0.1% basis points translating to approximately $65,000 in additional savings.

VII. S&P Bond Rating Correspondence and Discussion

Director Guritz presented the S&P Bond Rating report. The District’s bond rating has been reduced to A- with a negative outlook based on their assessment of overly optimistic revenue projections, negative operating fund balance, and reliance on interest earnings in the capital fund not considered normally available. For the District’s bond rating to level off and improve, these issues will need to be addressed. As the District moves forward, this report, and the auditors notes will need to be addressed.

Commissioner Gryder pointed out the report’s mention of structural imbalances in the budget, which is being addressed by the budget recoding project. Commissioner Gryder stated that the next budget needs to be based on realistic and attainable figures and projections.

Commissioner Koukol stated that the whole board needs to understand this, and make decisions moving forward based on sound projections.

Commissioner Gryder quoted from the report stating that while the District’s 2015 general fund budget is balanced without the use of reserves, given the District’s negative general fund position, S&P believes that there is little flexibility within the budget to absorb what could be optimistic budget assumptions. This reiterates this point, and needs to be addressed. The Finance Committee directed that this report be brought to the Committee of the Whole for discussion.
VIII. Budget Recoding Project Updates

Latreese Caldwell reported that she had met with the majority of program supervisory staff, making progress on reallocation of the District’s budget appropriations. Latreese Caldwell reported that she was working to prepare and present a final draft for the committee, and received additional input from Marty Vick earlier in the day with good recommendations for establishing additional cost centers for Ellis grounds and structures to further identify and apportion operational costs associated with grounds and facility utilities and maintenance.

Latreese also reported she had met with Laura McCoy to assign salary and supply costs to the environmental education program cost centers.

In review of the budget projections, Latreese expressed concerns that some of the budgeted costs, particularly in staff salary budgets, are understated, and as part of this review, the final allocations will present a more realistic picture of the true costs for running District programs.

Director Guritz stated that the revised allocations will fall within current fiscal year appropriations. As a result, the District is on track for expending within the budgeted appropriations for all funds which was an issue raised in the FY 15 audit report.

The Finance Committee discussed the need for an accurate working budget. Latreese Caldwell stated that this would be presented as part of the final report.

Commissioner Davidson stated that we need a simple working budget with pretty close numbers so the board can make some hard decisions. The District budgeted $220,000 for farm license revenue that will only bring in $170,000, and there are other incorrect expenditures budgets. The board needs to receive the bottom line numbers.

Latreese Caldwell explained that there are two goals for the project. The first is reallocating expenditures and changing the general ledger codes to reflect the changes within total appropriations for the year. The second goal is to have a working budget that realistically shows the District’s financial position for the year.

Commissioner Koukol expressed that the budget summaries, once completed, need to be presented in layman’s terms so the whole board understands the District’s financial position and costs for operations and programs.

Director Guritz stated that beyond the reallocation project, the next step is to figure out what the District can afford in terms of programs and operations going into the next fiscal year, and provide an opportunity for staff to present their recommendations for addressing cost reductions and opportunities for raising additional revenues. This collective effort will
provide the basis for establishing the FY 15-16 budget plan, and the District will be in a much better position in terms of having a handle on the actual costs for operation, and informed staff for managing the budget program.

Latreese Caldwell affirmed that staff has been working closely with her, expressing that all have said this is the first time they have been asked to examine their areas of operational responsibilities.

IX. 2015 Farm License Agreements

Director Guritz provided a final farm license agreement spreadsheet based on the completed internal audit for the program.

The Finance Committee discussed the impact from trail construction activities at Baker Woods Forest Preserve on the farm license agreement with Dan and Don Roberts. A credit has been extended to this contract in accordance with the contract’s provisions, reducing the amount owed to $9,651.24.

The Finance Committee reviewed the base rent projections for the current fiscal year totaling $146,182, and discussed yield outlook.

X. Executive Session

None.

XI. Other Items of Business

Commissioner Davidson recommended that the Finance Committee meeting date be changed to occur prior to the Committee of the Whole, and brought forward for discussion at the following Committee of the Whole meeting.

XII. Adjournment

Commissioner Koukol made a motion to adjourn. Seconded by Commissioner Gryder. All, aye. Meeting adjourned at 8:10 p.m.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
April 29, 2015

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

RE: Valley Drive Bridge Inspection
HR Green Job No. 86150043

Dear Mr. Guritz:

On April 1, 2015, HR Green, Inc. (HR Green) performed a visual inspection of the Valley Drive Bridge over the Fox River, which is immediately upstream from the Whitfield Road Bridge. The general condition of the structure was observed for the accessible elements. In addition, Collins Engineers, Inc. performed an underwater inspection of the substructure units (see attachment for the Collins Engineers, Inc. Underwater Bridge Inspection Report). HR Green understands the original design drawings and other construction documents are not available for this bridge.

DESCRIPTION

The bridge consists of three (3) approximately 133'-9" long through Pratt truss spans. The plaque at the west end of the bridge indicates it was originally constructed in 1897. The two (2) east spans are from the original construction with mill marks indicating the steel was supplied by Carnegie Steel. The west span is believed to have been constructed sometime in the 1930's by U.S. Steel. All spans use 3" x 12" creosote treated timber for deck planking. Each span has a pinned end bearing on one (1) end and roller bearings on the other.

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 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) 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, but only the concrete is visible.
**OBSERVATIONS**

The following summarizes the condition of the structure and includes photos taken by HR Green during the inspection.

**Superstructure**

- **East Spans:**
  - The bottom chord joints of the two (2) east spans exhibited significant pack rust and debris at the pins. The expansion forces caused by the pack rust have led to section loss, flange bending, and web buckling of the built-up vertical truss members at the bottom chord pin. Many of the vertical truss members had debris (leaves, can, etc.) in them at the base, trapping moisture against the steel, and advancing the deterioration.
  - The east spans have twenty (20) bottom chord pin connections where a pair of diagonal eye-bar members attaches as part of the truss. Seven (7) locations had measurable section loss (less than 25% total) of these diagonal pairs. Seven (7) more locations had significant section loss (25-50% total).
  - Several bottom chord members at the upstream side of the two (2) east spans were bent, presumably caused by river carried debris. In addition, the bottom chord horizontal eye-bar pairs had minor section loss (5-10%) at eight (8) of the thirty-two (32) locations, typically near the pact rust on the pin connection. One location on the north truss near the east abutment had 40% section loss on a single eye-bar.
  - 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 out of alignment in most locations. All roller bearings were pushed out beyond the normal maximum expansion range. The center span bearings are pushed up against the east span bearings at both ends of the east pier.
  - A longitudinal floor stringer at the center span is bent and displaced.

- **West Span:**
  - The west span is in good condition with only minor surface corrosion. The paint system is becoming ineffective with numerous locations of exposed steel, but no measurable section loss.
  - 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.

- 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. We marked one split and deteriorated plank to be repaired with a "X". Several dozen other loose planks were observed and marked with a dot.

Substructure

• **West Pier (Pier #1):** Significant loss of stone was observed at the upstream nose of the west pier. It has progressed more than a foot when compared to the July 2009 inspection. The loss of stone has almost reached directly underneath the truss bearings. The underwater inspection by Collins noted the upstream 5' of the pier nose is heavily deteriorated. This deterioration extends from channel bottom to pier cap and includes missing stones, displaced stones, voids, and complete loss of mortar.

• **East Pier (Pier #2):** An island is directly upstream which helps protect this pier from the flow of the main channel. Minor surface abrasion of the stone masonry was observed on the lower 4' to 5' of the pier wall. The pier appears plumb 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. The limestone is showing its age with areas of decomposition and cracking.

• **Abutments:** The joints in the stone masonry of the east abutment are beginning to deteriorate. Minor deterioration of the stone (areas less than 2 square feet in area) and cracking 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.
Typical Steel Section Loss in Diagonal Eye-Bars at Bottom Chord Pin Connection (Two East Spans)

Deformation to Vertical Strut by Pack Rust at Bottom Chord Pin Connection (Two East Spans)
Typical Pack Rust and Steel Section Loss at Bottom Chord Pin Connection (Two East Spans)

Typical Steel Section Loss in Diagonal Eye-Bars at Bottom Chord Pin Connection (Two East Spans)
Tree Growing from East Pier Seat

Key Plan
CONCLUSIONS

The west pier may be unstable based on the results of the underwater inspection. As the stone deterioration at the upstream nose continues to extend towards the bearings, the ability of the pier to adequately support the superstructure may become compromised. Repairs options include partial or complete concrete encasement of the pier. Based on the accelerated rate of deterioration, the pier has less than 5 years of estimated service life remaining. The west pier deterioration needs to be addressed immediately if the bridge is to remain open.

In addition, the load carrying capacity of the bridge has been reduced because of section loss in the diagonal truss members of the eastern spans. The remaining capacity of the structure is just 37 pounds per square foot (psf) in the center and east spans. This is approximately half of the pedestrian bridge design load of 75 psf. For perspective, ground snow load is taken as 25 psf. It also must be pointed out that this truss type is fracture critical; meaning the failure of one member can lead to failure and possible collapse of the entire truss span. Steps may need to be taken to restrict access to the east span(s) so overloading will not occur until repairs can be made. However, the newer west span truss is in better condition and could remain in service for 20+ years.

All truss connections need to be cleaned of pack rust and painted. Since the paint system is failing in general, we recommend repainting the entire bridge. After all the connections have been thoroughly cleaned, an in-depth inspection should be scheduled to access the section loss of the various truss members. Steel repairs should be made to critical truss members that have reduced the capacity of the structure.

The bearings for all three spans are in poor condition and should be replaced. The expansion bearings are pushed out of their normal range and appear to be frozen in place. Minor repairs to the east pier and east abutment limestone, such as applying new mortar to joints and cracks, can help slow down deterioration.

The existing railings are substandard. 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". 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.

RECOMMENDATIONS

The following are repair/replacement/removal alternatives with budgetary opinions of costs in 2015 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: Complete Restoration and Repair

This alternative includes providing temporary support of the adjacent truss spans, removing deteriorated stone masonry at the upstream nose of the deteriorated west pier and encasing it with reinforced concrete. The trusses will be jacked up to replace all the bearings. All three trusses will be cleaned and painted with steel repairs to be made to corroded members. Also
included is re-pointing the masonry joints at the east pier and east abutment and railing upgrades. This alternative would provide a long term solution, short of complete replacement, and would greatly extend the life of the structure.

**Opinion of Constructed Cost:** $900,000
**Opinion of Cost for Design Engineering and Permitting:** $50,000
**Opinion of Cost for Construction Engineering:** $50,000
**Total:** $1,000,000

**Alternative #2: 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’. Lifecycle costs for this replacement alternative should be less than the complete restoration and repair alternative.

**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

**Alternative #3: Partial Removal and Repair**

This alternative includes encasing the west pier with reinforced concrete, the removal of the two east steel trusses, replacing the bearings, and painting of the remaining truss. This alternative would allow the west span to remain open as a fishing pier and river overlook.

**Opinion of Constructed Cost:** $550,000
**Opinion of Cost for Design Engineering and Permitting (12%):** $25,000
**Opinion of Cost for Construction Engineering (12%):** $25,000
**Total:** $600,000

**Alternative #4: Complete Truss Superstructure Removal**

This alternative includes complete removal of the steel trusses. The piers and abutment would be left in place.

**Total:** $200,000

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 restore the existing trusses, we recommend consultation with an experienced contractor regarding construction techniques.
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.

- 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.

- Loose deck planks should be re-fastened. The deteriorated plank should be repaired/replaced.

- Remove debris trapped above bottom chord pin connections.

Inspection Recommendations

HR Green 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 until repaired. Below is a list of items that should be monitored during 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.

- 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.
SUMMARY

The bridge is in poor condition. The west pier is becoming unstable and may be unable to support the structure in the future. The loss of capacity of critical truss members is reducing the structures ability to carry pedestrian and bike traffic. Access to the structure may need to be limited for public safety. Repairs should be made as soon as possible if the structure is to remain in use.

Please call with any questions.

Sincerely,

HR GREEN, INC.

[Signatures]

Robert Davies, S.E., P.E. Steve Schwarz S.E., P.E.
Senior Professional Lead Structural Engineer

SEC/tnn

Attachments: Underwater Bridge Inspection Report by Collins Engineers, Inc.
Valley Drive Pedestrian Bridge Pier Inspection

April 1, 2015

Prepared for:
HR GREEN, INC.

Prepared by:
COLLINS ENGINEERS INC.
123 North Wacker Drive, Suite 900
Chicago, Illinois 60606
312.704.9300 • www.collinsengr.com
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EXECUTIVE SUMMARY

Project: Underwater Inspection of Valley Drive Pedestrian Bridge over the Fox River

Purpose of Project: To perform a visual and tactile inspection of all above and below water surfaces on the substructure units of Valley Drive Pedestrian Bridge.

Inspection Team: Team Leader – Brian Dilworth, P.E., ADCI – Collins Engineers, Inc.
Team Member – Piotr Sawulski, P.E., ADCI – Collins Engineers, Inc.
Team Member – Jacob Green, ADCI – Collins Engineers, Inc.

Inspection Date(s): April 1, 2015

Summary of Findings:

- Heavy mortar loss, and deteriorated / displaced / missing stones at upstream end of Pier 1 from channel bottom to the pier cap.
- Minor section loss and delaminated stones at the East Abutment.
- Vertical hairline to 1/16 inch cracking at all piers and abutments.
- Minor mortar loss at Pier 2.

Summary of Recommendations:

- Pier 1 should be repaired if the bridge is to remain in service. Encase Pier 1 in concrete, partially (around the upstream nose / bearing area), if not wholly to restore deteriorated areas and add future protection.
- Monitor vertical cracking at all piers and abutments.
- Re-point mortar loss at Pier 2 and any portion of Pier 1 not encased by concrete.
1.0 INTRODUCTION

1.1 Purpose and Scope

This report consists of the results of an underwater inspection of Valley Drive Pedestrian Bridge over the Fox River in Kendall County, Illinois. Collins Engineers, Inc. (Collins) conducted the underwater inspection as a subconsultant to HR Green, Inc., on April 1, 2015. The primary purpose of the investigation was to determine the condition of the substructure units located in the water at the time of the inspection.

The following report includes a description of the structure, the method of investigation, a description of existing conditions, and an evaluation and recommendations based on the conditions.

1.2 General Description of the Structure

Valley Drive Pedestrian Bridge is a three span through truss bridge supported by two abutments and two intermediate piers. The two abutments are designated as East Abutment and West Abutment and the piers are designated as Piers 1 and 2 from west to east. The West Abutment is constructed of a concrete abutment wall with two adjacent wingwalls. Piers 1 and 2 and the East Abutment are constructed of stone masonry. The bridge serves as a pedestrian pathway and is maintained by the Kendall County Forest Preserve District. Refer to Photographs 1 through 4 in Appendix B for overall views of the bridge.

1.3 Method of Investigation

Prior to the inspection Collins notified HR Green, Inc., of the proposed date of the underwater inspection; no as-built bridge plans were available. A three-person team consisting of two professional engineer-divers and one technician-diver conducted the underwater inspection. The inspection was conducted using commercial SCUBA diving equipment (Pier 1) and wading equipment (West Abutment, East Abutment and Pier 2). During the inspection, the inspectors entered the water from a 14-foot boat while an engineer on the boat recorded the inspection notes.

The underwater inspection consisted of a visual and tactile examination of the accessible surfaces of the submerged substructure units with particular attention given to any areas of deterioration or apparent distress. The type of channel bottom material, presence and extent of scour, presence and extent of riprap,
presence and extent of debris, and the location of any structural defects were noted. In addition, the conditions of the shorelines in the vicinity of the structure were noted. Photographs were taken to document general conditions and observed deficiencies.

The channel bottom depths were obtained using an incremental sounding pole and a digital fathometer. The channel bottom depths were recorded along the bridge fascias and approximately 100 feet upstream and downstream of the bridge. Channel depths were also taken around the submerged substructure units and the waterline was referenced to a known elevation on the structure.

2.0 EXISTING CONDITIONS

2.1 Waterway Conditions

At the time of inspection, the waterline of the Fox River was approximately 11.1 feet below the top of the pier cap on the east side of Pier 1. This corresponds to a waterline elevation of 88.9 feet based off an assumed reference elevation of 100.0 feet. At the time of inspection, the West Abutment and Piers 1 and 2 were located in the waterway and the Fox River was flowing north to south at approximately 1.0 foot per second. There were no indications of scour or overall channel degradation, and the channel contained minimal amounts of timber debris. The channel immediately upstream of the bridge contains a well-vegetated island which splits the waterway into two; for the purpose of this inspection, the channels were labeled as the West (Main) Channel and the East Channel. Refer to Figure 2 in Appendix A for the waterway configuration and sounding plan.

2.2 Shoreline Conditions

The east and west shorelines in the vicinity of the structure consisted of well vegetated natural embankments with no significant erosion noted. The island existing in the main channel at Pier 2, extended from approximately 30 feet downstream of Pier 2 to approximately 550 feet upstream of Pier 2. The island was also well vegetated with no significant erosion noted. Refer to Photographs 5 through 8 in Appendix B for views of the east and west shorelines, and the island located in the main channel.
2.3 **Substructure Conditions**

Piers 1 and 2 were constructed of a stone masonry pier cap and masonry shafts that extended down to the channel bottom. A portion of the cap at Pier 1 was previously repaired with concrete at the upstream nose of the pier. The West abutment was constructed of a concrete wall with two adjacent wingwalls. The East Abutment was constructed of a masonry wall with two adjacent wingwalls, and also had a portion of the cap previously repaired with concrete. The specific conditions for each of the submerged substructure units were as follows:

The West Abutment was generally in satisfactory condition above and below the waterline with no defects of structural significance observed. The only deficiency observed at the West Abutment was concrete cracking. Refer to Figure 3 in Appendix A for the detailed inspection notes for the West Abutment and Photographs 9 through 11 in Appendix B for typical views of the West Abutment.

Pier 1 was in poor condition above and below the waterline with structural-related deficiencies observed. Deficiencies observed at Pier 1 were voids due to deteriorated and displaced masonry stones, delaminated stones, cracking, section loss, and mortar loss. Refer to Figure 4 in Appendix A for the detailed inspection notes for Pier 1 and Photographs 12 through 25 in Appendix B for typical views of Pier 1.

Pier 2 was generally in satisfactory condition above and below the waterline with no defects of structural significance observed. The deficiencies observed at Pier 2 were cracking and mortar loss. Refer to Figure 3 in Appendix A for the detailed inspection notes for Pier 2 and Photographs 26 through 29 in Appendix B for typical views of Pier 2.

The East Abutment was generally in satisfactory condition above and below the waterline with no defects of structural significance observed. Deficiencies observed at the East Abutment were section loss, delaminated stones, and cracking. Refer to Figure 3 in Appendix A for the detailed inspection notes for the East Abutment and Photographs 30 through 35 in Appendix B for typical views of the East Abutment.
3.0 EVALUATION AND RECOMMENDATIONS

Since this is the first underwater inspection on record, the soundings taken during this inspection can be a baseline to be compared with during future inspections. There were no indications of overall channel or localized scour, and the embankments were stable.

The area of heaviest deterioration at Pier 1 extends from the upstream nose to approximately 5 feet south of the upstream nose. This area of heaviest deterioration includes missing stones, displaced stones, and complete loss of mortar from the channel bottom to the bottom of the repaired cap. It is likely that the voids are a result of slow loss of mortar and years of impacts from ice and debris flows. Given the extent of deterioration, Pier 1 should be repaired if the bridge is to remain in service. The pier should be partially (around the upstream nose / bearing area), if not wholly encased in concrete to restore deteriorated areas and add future protection. The encasement should extend from the top of the pier cap to at least the channel bottom. While it is likely the pier is constructed of stacked masonry stones founded on bedrock, field testing or review of the sub-channel material or construction plans should be conducted to help determine the method of repair construction. This information would help in determining the means of construction for the appropriate repair (sheet pile cofferdam or a stone cofferdam). Information provided by HR Green relating to the sub-bottom information at nearby structures suggests that driving a steel sheet pile cofferdam is a possibility. The cost to fully encase a masonry pier of this size is approximately $400,000, not including design costs or soil testing.

The vertical cracks in the concrete at the Abutments, and the stones at Piers 1 and 2 are not structural concerns at this time. However, the cracks do provide a means for water infiltration and freeze-thaw damage. It is therefore recommended that these cracks be monitored during future underwater inspections. If further crack propagation or increased crack widths are observed, it may be necessary to repair the cracks by injection or patching with a repair material suitable for underwater applications.

The mortar loss observed in the masonry joints at Piers 1 and 2 is not a serious structural concern at this time but should be re-pointed if the process to restore the pier does not take place. The mortar loss at Pier 1 was heavy from 2 courses above waterline to the channel bottom, while the mortar loss at Pier 2 was minor and spread out over the entire pier. Re-pointing the masonry joints will limit water infiltration and freeze-thaw damage. In addition, re-pointing the masonry joints will stabilize the individual masonry units and prevent stone displacement. The repairs should be carried out by a contractor with considerable
experience in masonry construction and repairs, including underwater applications. The joints should
be repaired by first removing all unsound mortar, vegetation, and debris. A repair mortar having the same
properties as the original construction mortar should be used to carry out the repairs to ensure that no adverse
effects related to dissimilar mortars occur and that an “in-kind” repair is performed.

Respectfully submitted,
COLLINS ENGINEERS, INC.

[Signature]

Brian P. Dilworth, P.E., ADCI
Inspection Team Leader / Project Manager

Originated by:
Jacob P. Green, ADCI
Inspection Notes:

1. The channel bottom in the vicinity of the bridge consisted of sand and silt with probe rod penetrations of up to 6 inches.
2. Vertical cracks (a total of 6 cracks) measuring up to 1/16 inch wide were observed extending from the channel bottom to the abutment cap on the north wingwall and the abutment wall of the West Abutment. Cracks were located at 8-foot spacing on the north wingwall (3 cracks), at the centerline of the abutment face (1), and approximately 2 ft. from both abutment corners (2).
3. The south wingwall at the West Abutment exhibited a hairline to 1/16 inch wide diagonal crack measuring approximately 13-feet long extending from the ground line to the top of the abutment.
4. Pier 2 exhibited up to 20% mortar loss around the entirety of the pier, extending from the channel bottom to the pier cap. Masonry stones were typically sound with less than 10% exhibiting full height vertical cracking.
5. Stone deterioration consisting of cracking and delamination were observed at both corners of the East Abutment with section loss and penetrations measuring up to 6 inches. The delamination extended from the ground line to the abutment cap and measured up to 2-feet wide on the adjacent faces.

General Notes:

1. At the time of inspection on April 1, 2015, the waterline was located approximately 11.1 feet below the top of the Pier 1 cap on the east side. Based on an assumed reference elevation of 100 feet, the waterline elevation was 88.9 feet.
2. Soundings indicate the water depths at the time of inspection and are measured in feet.
3. These figures were developed from notes and field measurements.

Legend:

-7.0 Water Depth Sounding
Photograph 1: Overall View of the Bridge, Looking Northwest.

Photograph 2: Overall View of the Bridge, Looking North.
Photograph 3: Overall View of the Bridge From the East Channel, Looking Southwest.

Photograph 4: Overall View of the Bridge From the West (Main) Channel, Looking South.
Photograph 5: View of the East Shoreline (Of the Main Channel) Upstream of the Bridge, Looking Northeast.

Photograph 7: View of the West Shoreline (of the Main Channel) Upstream of the Bridge, Looking Northwest.

Photograph 8: View of the West Shoreline Downstream of the Bridge, Looking Southwest.
Photograph 9: View of the West Abutment, Looking West.

Photograph 10: View of Crack at the Midpoint on the West Abutment, Looking West.
Photograph 11: View of Crack at the Downstream Wingwall of the West Abutment, Looking Northwest.

Photograph 12: View of Pier 1, Looking East.
Photograph 13: View of Pier 1, Looking Northeast.

Photograph 14: View of Pier 1, Looking North.
Photograph 15: View of Pier 1, Looking Northwest.

Photograph 16: View of Pier 1, Looking West.
Photograph 17: View of Pier 1, Looking Southwest.

Photograph 18: View of Typical Masonry Condition at the Waterline of Pier 1, Looking West.
Photograph 19: View of Section Loss at the Upstream Nose of Pier 1, Looking South.

Photograph 20: View of Section Loss at the Upstream Nose of Pier 1, Looking Upward.
Photograph 21: View of Mortar Loss at the Downstream Nose of Pier 1, Looking Upward.

Photograph 22: View of Mortar Loss at the Downstream Nose of Pier 1, Looking Down.
Photograph 23: View of Deterioration at the Pier Cap of Pier 1, Looking Northwest.

Photograph 24: View of Typical Crack in Masonry Course at Pier 1, Looking West.
Photograph 25: View of Typical Mortar Loss in Masonry Underwater at Pier 1, Looking West.

Photograph 26: View of Pier 2, Looking East.
Photograph 27: View of Pier 2, Looking Northwest.

Photograph 28: View of Pier 2, Looking Southwest.
Photograph 29: View of Steel Ice Breaker at the Upstream Nose of Pier 2, Looking South.

Photograph 30: View of the East Abutment, Looking Southeast.
Photograph 31: View of the East Abutment, Looking Northeast.

Photograph 32: View of Section Loss at the Upstream Corner of the East Abutment, Looking East.
Photograph 33: View of Section Loss and Deterioration at the Upstream Corner of the East Abutment, Looking East.

Photograph 34: View of Section Loss and Deterioration at the Upstream Corner of the East Abutment, Looking East.
Photograph 35: View of Deterioration at the Pier Cap of the East Abutment, Looking Northeast.
ECOLOGICAL RESTORATION SERVICES

For: Forest Preserve District of Kendall County
Project: Ellis House – Turf to Prairie Conversion

Wednesday, April 29, 2015

Project Description: We propose to convert the area at the Ellis House and Equestrian Center, shown highlighted on the provided Pizzo generated site map, from turf to native prairie. This will be accomplished through eradication of the existing turf grass using herbicide and then drill seeding the native seed mix directly into the soil.

Pizzo & Associates, Ltd. proposes to perform the following tasks using properly trained and supervised personnel:

HERBICIDE APPLICATION:
Apply an herbicide to turf grass or other weedy and invasive species in the designated areas. The Owner/Agent will provide a copy of a “Plat of Survey” for definitive location of project boundaries on which the areas to be herbicided will be designated. We choose the herbicide with the least environmental impact for the task at hand. A licensed operator in accordance with state laws applies all herbicides.

PLANTING:
Native Seed Installation
Install a mix of native grass, sedge and flower seeds with a Tnux no till drill and/or broadcasting methods. The Owner/Agent will provide a copy of a “Plat of Survey” for definitive location of project boundaries in which the seed is to be installed. Other planting methods will be used if the site constrains the use of large vehicles. The species of the plants installed will be developed specifically for this site using historical data and based on current site conditions. A mycorrhizal (fungus) inoculant will be added to the seed in the drill to provide the necessary associations for the new root system of the native plants.

NOTE: A newly seeded area will need to be mowed at 4-8” for 1-2 seasons to reduce the competition for light and space by weedy plants. If the planted area is not mowed the seeding is destined for failure.

CONTINGENCY – HERBICIDE APPLICATION:
Apply an herbicide to invasive species in the designated areas. The Owner/Agent will provide a copy of a “Plat of Survey” for definitive location of project boundaries on which the areas to be herbicided will be designated. We choose the herbicide with the least environmental impact for the task at hand. A licensed operator in accordance with state laws applies all herbicides.

NOTE: the above “contingency – herbicide application” covers one half-day visit with 2 trained personnel.

COMPENSATION SUMMARY—Lump Sum: $2,800.00

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<tr>
<th>TASK</th>
<th>TASK SUBTOTAL</th>
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<td>Herbicide Application &amp; Seed Installation</td>
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<td>Contingency Herbicide Application</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 2,800.00</td>
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</table>

ACCEPTANCE – 1/We represent and warrant that 1/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

Authorized Representative / Date
Forest Preserve District of Kendall County

General Manager – Western Territory / Date
Pizzo & Associates, Ltd.

The terms of this proposal are valid for thirty (30) days from the date of this proposal.

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Last Updated 05-03-07

ECOLOGICAL RESTORATION PROPOSAL
PROJECT # 115077-P-KCEH
Ellis House
13986 McKenna Road
Minooka, IL 60447
115077-P-KCEH
Seth Crackel
04/21/2015

Turf-to-Prairie Conversion

Area ~ 0.6 Acres

© 2015 Capra
### Economy Prairie Seed Mix (Mesic Soils)

#### Mix Description:
Pizzo's Economy Prairie Seed Mix is our most economical way to establish an ecologically-functional prairie while maintaining the high aesthetic value Pizzo is known for. This mix includes quick-establishing prairie species for a more immediate naturalized setting in sunny areas that remain mesic—dry for the most of the growing season. Over 52% of this mix is composed of wildflowers that will provide an array of blooms from April through October. When installed and maintained correctly, this mix will typically begin flowering in its second growing season, starting with the yellow blooms of annual Partridge Pea and beamal Black-Eyed Susan, with additional more colorful permanent species appearing in years 3-5. This is a medium height prairie with over 56% of seeds typically averaging 3.0' high or less at maturity.

#### Growth, Sodder, & Koch's (Mesicsoils):

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>C-Value</th>
<th>W-Value</th>
<th>WETNESS</th>
<th>HEIGHT</th>
<th>COLOR</th>
<th>SEEDS/OZ</th>
<th>OZ/acre</th>
<th>BU/acre</th>
<th>% of Mix by Weight</th>
<th>% of Mix by Seed Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRIFL Anisopogon acuminatus</td>
<td>Little Bluestem Grass</td>
<td>5</td>
<td>4</td>
<td>FAC</td>
<td>2.0</td>
<td>P</td>
<td>15,000</td>
<td>4.6</td>
<td>2.26</td>
<td>13.3%</td>
<td>18.3%</td>
</tr>
<tr>
<td>BSC GR Blue Grama</td>
<td>Blue Grama</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>2.5</td>
<td>P</td>
<td>6,500</td>
<td>3.00</td>
<td>1.71</td>
<td>16.8%</td>
<td>25.5%</td>
</tr>
<tr>
<td>EY G Canola</td>
<td>Manitoba Canola</td>
<td>4</td>
<td>3</td>
<td>FAC</td>
<td>2.5</td>
<td>P</td>
<td>5,100</td>
<td>3.12</td>
<td>1.87</td>
<td>10.8%</td>
<td>13.0%</td>
</tr>
<tr>
<td>HZ D黄金矢车菊</td>
<td>Gold Tecoma</td>
<td>5</td>
<td>5</td>
<td>FAC</td>
<td>2.0</td>
<td>P</td>
<td>18,000</td>
<td>3.00</td>
<td>1.72</td>
<td>16.7%</td>
<td>25.3%</td>
</tr>
</tbody>
</table>

Flower & Other Broadleaf (Dichos):

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>C-Value</th>
<th>W-Value</th>
<th>WETNESS</th>
<th>HEIGHT</th>
<th>COLOR</th>
<th>SEEDS/OZ</th>
<th>OZ/acre</th>
<th>BU/acre</th>
<th>% of Mix by Weight</th>
<th>% of Mix by Seed Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACER Persica</td>
<td>Common Sugar Maple</td>
<td>0</td>
<td>5</td>
<td>UPL</td>
<td>2.0</td>
<td>P</td>
<td>4,000</td>
<td>8.000</td>
<td>0.00</td>
<td>2.20%</td>
<td>0.64%</td>
</tr>
<tr>
<td>AGNUS Avena sativa</td>
<td>Oat Grass</td>
<td>4</td>
<td>3</td>
<td>FAC</td>
<td>4.0</td>
<td>P</td>
<td>80,000</td>
<td>3.000</td>
<td>1.00</td>
<td>6.00%</td>
<td>9.23%</td>
</tr>
<tr>
<td>CASTOR Castor fiber</td>
<td>Castor Fiber</td>
<td>5</td>
<td>4</td>
<td>FAC</td>
<td>3.0</td>
<td>P</td>
<td>7,750</td>
<td>16.000</td>
<td>0.75</td>
<td>4.66%</td>
<td>0.87%</td>
</tr>
<tr>
<td>DELF DesmodiumIntersection</td>
<td>Desmodium Intersection</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>3.0</td>
<td>P</td>
<td>4,800</td>
<td>2.500</td>
<td>1.00</td>
<td>6.00%</td>
<td>9.23%</td>
</tr>
<tr>
<td>ENFEL Echinochloa crus-galli</td>
<td>Echinochloa crus-galli</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>2.0</td>
<td>P</td>
<td>5,100</td>
<td>8.000</td>
<td>0.50</td>
<td>3.23%</td>
<td>0.84%</td>
</tr>
<tr>
<td>EUPH Eupatorium perfoliatum</td>
<td>Eupatorium perfoliatum</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>2.5</td>
<td>P</td>
<td>6,600</td>
<td>16.000</td>
<td>1.00</td>
<td>4.44%</td>
<td>2.13%</td>
</tr>
<tr>
<td>HELI Helianthus helianthus</td>
<td>False Sunflower</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>3.0</td>
<td>P</td>
<td>8,000</td>
<td>16.000</td>
<td>1.00</td>
<td>4.44%</td>
<td>2.05%</td>
</tr>
<tr>
<td>MABE Mimulus cardinalis</td>
<td>Mimulus cardinalis</td>
<td>4</td>
<td>3</td>
<td>FAC</td>
<td>3.0</td>
<td>P</td>
<td>30,000</td>
<td>5.000</td>
<td>0.75</td>
<td>2.04%</td>
<td>4.80%</td>
</tr>
<tr>
<td>PENN Pennisetum glaucum</td>
<td>Pennisetum glaucum</td>
<td>4</td>
<td>3</td>
<td>FAC</td>
<td>2.5</td>
<td>P</td>
<td>18,000</td>
<td>2.600</td>
<td>1.00</td>
<td>5.46%</td>
<td>9.24%</td>
</tr>
<tr>
<td>PETU Petunia hybrid</td>
<td>Purple Petunia</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>3.5</td>
<td>P</td>
<td>13,000</td>
<td>5.000</td>
<td>2.00</td>
<td>1.00%</td>
<td>1.83%</td>
</tr>
<tr>
<td>POCI Pueraria montana</td>
<td>Pueraria montana</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>3.0</td>
<td>P</td>
<td>20,000</td>
<td>5.000</td>
<td>0.00</td>
<td>0.20%</td>
<td>0.20%</td>
</tr>
<tr>
<td>RAZZ Rambutan</td>
<td>Rambutan</td>
<td>4</td>
<td>4</td>
<td>FAC</td>
<td>2.5</td>
<td>P</td>
<td>10,000</td>
<td>5.000</td>
<td>0.00</td>
<td>0.20%</td>
<td>0.20%</td>
</tr>
<tr>
<td>RHEA Rheum palmatum</td>
<td>Rheum palmatum</td>
<td>4</td>
<td>5</td>
<td>UPL</td>
<td>3.0</td>
<td>P</td>
<td>50,000</td>
<td>8.000</td>
<td>0.50</td>
<td>2.23%</td>
<td>4.81%</td>
</tr>
<tr>
<td>SIDH Stipa lessingiana</td>
<td>Stipa lessingiana</td>
<td>3</td>
<td>2</td>
<td>FAC</td>
<td>2.0</td>
<td>P</td>
<td>3,000</td>
<td>4.000</td>
<td>0.00</td>
<td>0.20%</td>
<td>0.20%</td>
</tr>
<tr>
<td>SULF Sulfur cinicum</td>
<td>Sulfur Cinicum</td>
<td>5</td>
<td>5</td>
<td>UPL</td>
<td>2.5</td>
<td>P</td>
<td>2,000</td>
<td>6.000</td>
<td>0.10</td>
<td>0.70%</td>
<td>1.24%</td>
</tr>
<tr>
<td>TYPY Tityra virescens</td>
<td>Tityra virescens</td>
<td>4</td>
<td>5</td>
<td>UPL</td>
<td>1.5</td>
<td>P</td>
<td>28,000</td>
<td>4.000</td>
<td>0.75</td>
<td>3.51%</td>
<td>2.26%</td>
</tr>
<tr>
<td>CURC Curcuma longa</td>
<td>Curcuma longa</td>
<td>1</td>
<td>3</td>
<td>FAC</td>
<td>1.0</td>
<td>P</td>
<td>11,000</td>
<td>8.000</td>
<td>0.50</td>
<td>2.46%</td>
<td>1.84%</td>
</tr>
</tbody>
</table>

**Note:**

1. Pizzo recommends installing a Mycorrhizal Inoculant with the above seed mix at 40 lbs/acre.
2. For fall planting, Pizzo recommends installing a cover crop of Rye (Triticum aestivum) with the above seed mix at 40 lbs/acre.
3. For fall planting, Pizzo recommends installing a cover crop of Radish (Raphanus sativus) with the above seed mix at 50 lbs/acre.
4. **At no time should Annual or Perennial Ryegrass (Lolium multiflorum or perenne) be used as a cover crop**

**Eco Mix Totals:**
22,050 | 140.09% | 100.00%
PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:
Design/Build/Installation:
Payment of 50% of the contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

Design/Consultation/Stewardship/Prescribed Fire:
Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. All additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/transport plus any related direct costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty-four percent (24%) per annum finance surcharge. All returned checks will result in an additional $50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is performed.

GUARANTEE: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:
Native trees, shrubs, herbs, perennials, and grasses are guaranteed for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole responsibility, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (watering, mowing, the protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war, or wildlife. Installed perennials, seed, annuals and transplanted material[s] carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:
Native trees and shrubs are guaranteed for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole responsibility, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion. Native seed installations are guaranteed to have at least three (3) native plants per square foot by the end of the fifth growing season. In its sole discretion, Pizzo & Associates, Ltd. will re-plant those areas not in compliance at no expense to the Owner. Under no circumstances shall this guarantee extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Native perennials are guaranteed to have an 80% survival rate after one (1) year. Replacement plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole responsibility, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for damages to the property covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to acts of God. Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:
No guarantee. Warranty is expressed or implied to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd. and the local fire jurisdiction gives permission to ignite the prescribed fire, and Pizzo & Associates, Ltd. is forced to shut down due to a failure of Pizzo & Associates, Ltd., the fire will not be set. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or close proximity to the burn unit could sustain damage due to heat/fires and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn.

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn unit. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire, if the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Annual Monitoring:
Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of $600.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

Aquatic Weed Control:
Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

Supplemental Watering:
Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner outside of normal seed/plant installation timelines [Mar. 1 – June 30; Sept. 15 – Oct. 31] and/or in the event that D1-D2 Moderate Drought conditions or higher exist according to the National Drought Monitor Center at the University of Nebraska-Lincoln [http://droughtmonitor.unl.edu/], U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration, Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, plot up/delivery, clean up/transport plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or otherwise enhance the project without changing the nature or character of the project.

SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or a part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundaries are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense %10% of the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (plumbing, wiring, gas, water system components, obstructions, etc.) prior to work beginning. Repairs to any marked sprinkler system or underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

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Last Updated 12-20-2012
EVENT AGREEMENT

AGREEMENT DATE: February 15, 2015
LOCATION: EHEC
NAME: Madeline Kress / Joshua Turley
ADDRESS: 4 Pendleton Place
Montgomery, IL 60538
PHONE: 815-342-0686 - Medeline
815-109-8821 - Joshua
E-MAIL: madikkk88@yahoo.com
joshbexpss@yahoo.com

NATURE OF EVENT: Wedding & Reception
EVENT DATE: Friday, May 15, 2015
TIME REQUESTED (8 hours): 3p - 11p
Set up time: 3pm
Event start time: 4pm
Event end time: 11pm
Clean up: 11p - midnight (12a)
SECURITY DEPOSIT: $ 1000.00 via check 1536
PAYMENT IN FULL $ 3300.00
Due: April 15, 2015
Additional hours at a rate of $125.00 per hour

# Of guests: 185

APPROVED CATERERS

Companies on our list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Please indicate which of these caterers you have selected.

CATERER: ______________________________

The Kendall County Forest Preserve District reserves the right to approve any caterer not listed

NOTE: Caterers not on the approved list may be used if they consent to the following conditions. Any caterer selected must provide a Certificate of Insurance for (a) commercial general liability insurance for $2 million, (b) motor vehicle liability for $1 million, (c) workers compensation for $500,000, and (d) dram shop insurance for $1 million dollars and (e) excess liability for $2 million. Evidence of a current Health Department Permit and a copy of the most recent Food Service Establishment Inspection Report are required. Kendall County requires a license for the serving of liquor. Self-service of alcohol is not allowed. The Kendall County Forest Preserve District must be named on the certificate.
ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT WITH THE KENDALL COUNTY FOREST PRESERVE DISTRICT

1. Security Deposit and Payment:
   a. The Security Deposit shall be made prior to, or shall accompany the return of the signed contract to the Kendall County Forest Preserve District. Security deposit shall be cash, credit card or check made payable to the Kendall County Forest Preserve District.
   b. Requests to change an event date will be accommodated up to 6 months prior to the original event date based on availability without penalty. In the instance where the event is completely cancelled with no alternate date selected the entire deposit will be retained by the Kendall County Forest Preserve District.
   c. The Security Deposit will be refunded within 30 business days following the event provided we do not need to withhold any of it for items damaged, broken, where excessive cleaning is needed or any outstanding balance is due.
   d. Payment in full is due 30 days prior to event date.

2. The individuals hosting the party will be responsible for the conduct of their guests. Damage to or theft of Kendall County Forest Preserve District property caused by the group event will be billed to or deducted from the security deposit of the individual signing this contract.

3. The Kendall County Forest Preserve District will not assume any responsibility of the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the event.

4. Individuals are responsible for proper supervision of minors in their group. Persons under the age of 21 will not be served any alcoholic beverages. GLASS BOTTLES ARE NOT ALLOWED.

5. Venue renters are responsible for the setup; take down, AND CLEANUP of the areas which they use during the contract period. Set up, take down and cleanup is included in the requested contract time period noted above. An additional fee of $125.00 will be charged for each hour outside the agreed upon time that is required for these tasks and will be deducted from the security deposit.

6. Pyrotechnics: Set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the General Use Regulation Ordinance.

7. Smoking Inside Ellis House and Meadowhawk Lodge is prohibited and by law only allowed 15 feet from entrances. Smoking on the grounds is permitted in designated areas only. Nails, tacks, staples and tape are not allowed to secure items to any part of the Meadowhawk Lodge or inside Ellis House. Confetti, rice, and open flamed candles are also prohibited inside the Ellis House and Meadowhawk Lodge.

THE UNDERSIGNED HEREBY ORDERS FROM THE KENDALL COUNTY FOREST PRESERVE DISTRICT THE SERVICES LISTED ON THE REVERSE SIDE AND AGREES TO THE TERMS AND CONDITIONS LISTED ABOVE.

SIGNED BY: Maria J. Kress
(Responsible Party) DATE: 03-15-15

ACCEPTED BY: Maria J. Kress
DATE: 03-15-15

THE KENDALL COUNTY FOREST PRESERVE DISTRICT RESERVES THE RIGHT TO WITHDRAW THE OFFER OF THIS EVENT AGREEMENT IF NOT RETURNED WITH FULL DEPOSIT WITHIN 15 DAYS OF THE AGREEMENT DATE. THIS AGREEMENT IS NOT ASSIGNABLE.

Please read the terms and conditions of this event agreement before signing. Return one copy with the required deposit to the location address below where the event will take place.

Ellis House & Equestrian Center
13866 McKenna Road
Minooka, IL 60447

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560