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Total COURTHOUSE RENOVATIONS: 100.00*
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**FP BOND PROCEEDS 2007**

| Total FP BOND PROCEEDS 2007 | 276.00* |

**GRAND TOTAL**

$9,242.26
KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
MAY 1, 2018

I. Call to Order

President Gilmour called the meeting to order at 6:02 pm 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

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<th></th>
<th>Cullick</th>
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<th>Gryder</th>
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<td>Flowers</td>
<td></td>
<td>Kellogg</td>
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<tr>
<td>X</td>
<td>Gilmour</td>
<td></td>
<td>Prochaska</td>
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<tr>
<td></td>
<td>Giles</td>
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<td>Purcell (Entered the meeting at 6:12 pm)</td>
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Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, and Gilmour all were present. Commissioner Purcell entered the meeting at 6:12 pm.

V. Approval of Agenda

Commissioner Hendrix made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

VI. Citizens to Be Heard

Girl Scout Troop 1425, District 2, offered a presentation on their bronze award project on food allergy safety. Troop Lead Ms. Doyle was present, along with girl scouts Morgan Doyle, Hayleigh Payne, Kaylee Ford, Isabella Murillo, Ashlyn Cook, and Arabella Skinner. A presentation was given to promote information on food allergies.

Commissioner Purcell entered the meeting room at 6:12 pm.

Girl Scout Troop 1425 preformed a play to demonstrate what to do if someone is having an allergic reaction to food.
VII. Approval of Claims in an Amount Not-to-Exceed $18,051.71

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed $18,051.71. Seconded by Commissioner Prochaska.

<table>
<thead>
<tr>
<th>Aye</th>
<th>Opposed</th>
<th>Commissioner</th>
<th>Aye</th>
<th>Opposed</th>
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<td></td>
<td>Gilmour</td>
<td>X</td>
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<td>Purcell</td>
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Motion unanimously approved.

VIII. Finance Committee Report

Commissioner Cullick reported that the Finance Committee reviewed the claims list and had no concerns. The Committee reviewed and recommends approval of a proposal from Artilp and Sons for evaporator coil replacements and the purchase of 100 boundary markers. A 3-year farm lease agreement bid packet was reviewed for Baker Woods Forest Preserve, as well as the proposal from Xylem, Inc. for the inspection and initial repairs at the Hoover sanitary lift station.

IX. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting Minutes of April 17, 2018
- Kendall County Forest Preserve District Finance Committee Meeting of April 26, 2018

Commissioner Gyder made a motion to approve the Commission meeting minutes of April 17, 2018; and the Finance Committee meeting April 26, 2018. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

OLD BUSINESS

No items are scheduled for discussion.

NEW BUSINESS

X. **MOTION:** Approval of a Proposal from Artilp and Sons, Inc. of Aurora, IL for the Replacement of Evaporator Coils (2) at Hoover Forest Preserve – Meadowhawk Lodge for an Amount Not-to-Exceed $4,133.00

Commissioner Hendrix made a motion to approve a proposal from Artilp and Sons, Inc. of Aurora, IL for the replacement of evaporator coils (2) at Hoover Forest Preserve. Seconded by Commissioner Flowers.
Director Guritz remarked that last year two evaporator coils were replaced, and this proposal will replace two others.

Commissioner Purcell asked how old this system is.

Director Guritz responded that Hoover was acquired in 2007, and developed over the following two years, so between 8-10 years old.

Commissioner Purcell questioned whether the green technology is a good investment.

Director Guritz responded that the technology is relatively new and in good shape, but the system is much more complex than traditional heating and cooling systems, so there is more that can go wrong. Alternatives can be examined in the future, but an HVAC engineer will be needed to determine whether the system can be retrofit with conventional systems.

Commissioner Davidson remarked that this technology is not cost efficient with the repairs that are needed.

Commissioner Hendrix asked if Artlip and Sons can give an opinion on the life expectancy.

Director Guritz replied that it is dependent on various parts but the life expectancy of these parts could be determined.

Commissioner Davidson remarked that Artlip and Sons are an electrical company and could inform the District of various options.

Director Guritz remarked that the District is in a maintenance agreement with Artlip and Sons and they are able to provide an estimate for the lifespan of the new coils. There are additional coils that may need to be replaced in the future, as well as multiple pumps. A long term maintenance cost can be estimated

Commissioner Flowers asked what the cost of the system was.

Director Guritz responded that he does not know but, this information can be looked up in the bid documents.

Commissioner Purcell asked if the coils are not working at all, and if the building is not being heated or cooled. Director Guritz stated that the coils are leaking, but the building is still being heated and cooled.

Director Guritz responded that the coils are not working as efficiently.

Commissioner Purcell asked if then this replacement could be delayed while other options are explored.
Director Guritz responded that the work could be delayed, but there would be a risk that additional maintenance work would be needed.

Commissioner Purcell asked what budget this replacement would come out of.

Director Guritz responded that it could come out of operations, but preferred coding to the capital fund.

**Motion:** Commissioner Hendrix  
**Second:** Commissioner Flowers

**Roll call: Motion: Artlip and Sons Inc. Proposal**

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Motion carried by a vote of 7:1.

**XI. ** **MOTION:** Approval of a Proposal from TAPCO of Brown Deer, WI for the Purchase of 100 Preserve Boundary Markers and Decals for an Amount Not-to-Exceed $2,249.00

Commissioner Cullick made a motion to approve a proposal from TAPCO of Brown Deer, WI for the purchase of 100 preserve boundary markers and decals for the amount not-to-exceed $2,249.00. Seconded by Commissioner Hendrix.

Director Guritz remarked that these are markers put into the ground that mark the boundaries of preserves with the District logo. These markers have been used before and are durable.

**Motion:** Commissioner Cullick  
**Second:** Commissioner Hendrix

**Roll call: Motion: TAPCO Brown Deer, WI purchase**

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Motion unanimously approved.
XII. **MOTION:** Approval of a Proposal from Xylem Inc. of Mokena, IL for the Inspection of the Hoover Sanitary Lift Station Pumps and Repair of Actuator Floats for an Amount Not-to-Exceed $5,000.00

Commissioner Hendrix motioned to approve a proposal from Xylem Inc. of Mokena, IL for the inspection of the Hoover sanitary lift station pumps and repair of actuator floats for an amount not-to-exceed $5,000.00. Seconded by Commissioner Flowers.

Director Guritz remarked that the $5,000.00 was a placeholder and Xylem submitted their proposal after their late week inspection of the station. A circuit breaker was reset and that reactivated one of the two pumps. When the pumps were activated manually, the water level dropped as expected. There was some leakage on the seals which causes blow-back and energy loss. The full cost of repairing the system will not be known until the pumps are fully inspected. Total cost for the proposal is $2,947.60.

Commissioner Davidson asked whether the proposal includes union wages.

Director Guritz responded that the labor quoted includes prevailing wage.

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Motion unanimously approved.

XIII. Executive Session

There was no need for executive session.

XIV. Other Items of Business

Director Guritz remarked that the Illinois Clean Energy Community Foundation has awarded all four of the District’s grant applications. The District is waiting to hear back on the ComEd Green Region grant. The Hoover Restoration project award is $28,000.00. The District also received the amenities and events grants for Hoover and Fox River Bluffs. The Conservation Foundation received a similar grant to assist with Little Rock Creek. The District was not awarded the American Water grant. This may impact the scope of work for the nature play space plans for Hoover.

Commissioner Purcell remarked that the District should not have to fund the play space.
Director Guritz remarked that the goal is for the District to not expend any funds on the play space.

Director Guritz remarked that the open house of the Pickerill-Pigott Forest Preserve is scheduled for Saturday, May 5.

Director Guritz remarked that there was a call regarding Henneberry Forest Preserve. There was some water flowing onto an adjacent new home-site. Solutions to the issue will be looked at and a proposal brought back to the Board for discussion.

Commissioner Purcell asked if the represented from Millbrook has reached out further regarding the bridge.

Director Guritz responded that there has not been any further correspondence.

XV. Citizens to Be Heard

Todd Milliron from Millbrook remarked that at the last Millbrook Village Board meeting, the bridge was on the agenda. There was no discussion on accepting the bridge. Mr. Milliron recommended reaching out to Representative Welter and Senator Rezin to determine whether State funds could assist with restoring the Millbrook Bridge.

Director Guritz remarked that HLR Engineering did hear back from the Coast Guard and there is no issue with leaving the piers in or out of the main stream of the Fox River.

Commissioner Purcell asked if the Coast Guard patrols the water in that area.

Director Guritz responded that the Coast Guard has jurisdiction over navigable waters.

XVI. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 6:50 pm.

Respectfully submitted,

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

Acting Chair Gilmour called the Finance Committee meeting to order at 4:38 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Gilmour, and Gryder all were present. Commissioner Cullick entered the meeting room at 4:40 pm.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Motion to Forward Claims to Commission for an Amount Not-to-Exceed $9,242.26

Commissioner Gryder motioned to forward claims not-to-exceed $9,242.26 to Commission. Seconded by Commissioner Davidson.

Commissioner Cullick entered the meeting at 4:40 pm.

Commissioner Gryder into Claim #151. Director Guritz reported that the purchases were on his District procurement card, and he would forward the backup to the Committee following the meeting. There were a number of charges put through on the card, including pencils that are given out at tabling events.

President Gilmour clarified that if a purchased says First National it is a purchase from the District credit card.

Director Guritz remarked that some of the promotions were coded to the Ellis Weddings cost center instead of the Administration cost center, which will be reviewed.

Commissioner Gryder remarked that Claim #173 also has multiple purchases within the description. Director Guritz stated that backup will be forwarded on this claim as well.

Commissioner Davidson asked about the electric bill from the Pickerill-Pigott Preserve.
Director Guritz responded that Claim #185 is the March electric bill for Pickerill-Pigott Forest Preserve when temperatures were still low enough to require heat. The Pickerill-Pigott Preserve is being set up as its own cost center, with these charges transferred to the new cost center for the next financial statements.

Commissioner Gryder asked about Claim #183 for portable restroom cleaning.

Director Guritz responded that the restroom cleaning is a yearly charge to clean portable restrooms at multiple locations.

Commissioner Davidson asked how often the portable restroom cleaning happens.

Director Guritz responded that it has typically been a yearly charge but is dependent on preserve use.


**VI. Review of Financial Statements and Income and Expenditure Reports through April 30, 2018**

Director Guritz remarked that on page 15 of the packets, there is a summary income and expenses through April 30. Revenues for Administration, Ellis, Hoover, Environmental Education, and Natural Area Volunteers, are all up YTD. Overall, the District is $30K ahead of the previous year’s budget. There are 9 total weddings scheduled for the year.

Commissioner Davidson asked about page 7, there is an expenditure for electric that is over budgeted.

Director Guritz responded that the additional electric cost of Pickerill-Pigott. That electric line expenditure will go down when Pickerill-Pigott electric bills are recoded to the new cost center.

President Gilmour asked whether the District’s budget anticipated costs for the Pickerill-Pigott Forest Preserve. Director Guritz stated electric utility cost increases were anticipated.

The Finance Committee reviewed the District’s capital fund and debt service fund balances. The capital fund balance will improve once the Little Rock Creek reimbursement is received totaling $652,250.

**VII. Hoover Forest Preserve – IDPH Campground Inspection Report**

Director Guritz remarked that there were maintenance needs that will need to be addressed noted in the inspection report. The cabin mattresses, 64 in all, need to be replaced. The outside canvas window screens need to be replaced. A few damaged screens also need to be replaced. IDPH also requested a design for the pending nature play space project. There are no code issues, and a requirement for permitting is not anticipated.
VIII. Wire Wizard of Illinois Proposal - Fire Alarm Monitoring Line Reconnection and Testing

Director Guritz reported that the $1,080.00 charge will complete the final repairs to the Hoover fire alarm system, and includes inspection and testing of the system.

Commissioner Davidson asked how this got unhooked.

Director Guritz responded that the repairs were needed due to a lightning strike in 2015.

Commissioner Davidson remarked that the lines should all be grounded.

President Gilmour made a motion to forward the proposal from Wire Wizard to Commission. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

IX. TCL Electrical and Lighting of North Aurora – Cost Estimate for the Reconfiguration of the Meadowhawk Lodge Parking Lot Light Fixtures from Solar to Conventional Power

Director Guritz remarked that the direction from the Board was to get a quote to change the solar lights in the Meadowhawk Lodge parking lot over to conventional power. There are many other utilities running through the same area which is a concern for using an incremental borer to install the new electrical line.

President Gilmour asked whether it would be possible to only convert two lights that are on the planted island.

Director Guritz responded that there may be other approaches for installing new electric service to the two lights that are located in this area.

Commissioner Gryder asked how TCL was found.

Director Guritz responded that other companies indicated that they didn’t want to take on the project. TCL was contacted due to their experience with solar lighting fixtures, which is still an option to address the parking lot lighting.

Commissioner Davidson remarked that the Kendall County Highway Department does not use solar power due to the maintenance issues.

Director Guritz responded that it has been a while since the Highway Department has used solar, and since then, there have been improvements to the technology. The fixtures the District has are about 10-years old.

President Gilmour asked whether the solar light over the Hoover sign works.

Director Guritz responded the Hoover Site Supervisor will have to be asked.

President Gilmour asked if there are the funds to support this.
Director Guritz responded that there is room in the capital fund budget to address the issue.

X. Henneberry Forest Preserve – Grading, Biowale, and Soil Erosion Control Project

Director Guritz reported that a new Whitetail Ridge homeowner was in contact with Kendall County concerning stormwater draining onto his new house lot. Not all lots are developed so the berm is not built-up along the preserve property line to prevent storm water from flowing behind the new home site berm. Re-grading the land will prevent the flow of water onto the adjoining properties, as well as support the establishment of the native plants and seed within the restoration project footprint.

Commissioner Davidson remarked that there will have to be an overflow.

Director Guritz remarked that there is a storm drain that can collect the drainage from a low area. The clay tiles in the field have been disrupted.

The Finance Committee gave direction to inspect the area with Commissioner Davidson and Jeff Wehrli.

XI. Executive Session

None.

XII. Other Items of Business

No other items of business.

XIII. Citizens to be Heard

There were no citizens to be heard.

XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by President Gilmour. Aye, all. Meeting adjourned at 5:30 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Farm Lease Agreement #18-01-005 – Base Rent Reduction Request

Date: May 15, 2018

Maurice and Chris Ormiston farm the north east 3.75-acre parcel in Henneberry Forest Preserve. Based on the 2017 grain yield (50-60 bu), they have requested a reduction in base rent from $175 per acre to $100 per acre for a net reduction of $281.25.

District staff recommends approval of the base rent reduction.

District staff is also working to discuss conversion plans with the adjacent land and homeowner to coordinate the timing and conversion of the connected cropland acres, which will likely need to be completed as early as fall 2019.
FARM LEASE AGREEMENT #18-01-005

Henneberry Property

AGREEMENT made this 16th day of January, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter “Licensor”), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensees, Maurice and Chris Orniston of 2028 Post Street, Ottawa, IL 61350, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 3.75 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $175-$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date may terminate this License.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.

2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year’s taxes. Any such taxes shall be prorated as needed.
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Pickerill-Pigott Master Plan Updates and Phase I Archaeological Survey

Date: May 15, 2018

The Pickerill-Pigott Tour and Open House was well received, with approximately 22 individuals participating. The online survey will remain open through the end of May, with 17 current respondents.

In order to compete for possible State funding should OSLAD return this fall, the District needs to complete a Phase I archaeological survey for Pickerill-Pigott Forest Preserve, with focus on those areas that will be developed as part of Phase I and Phase II improvements.

District staff recommends contracting Burns & McDonnell Engineering Company, Inc. - Douglas Kullen, Senior Cultural Resources Specialist who has completed several Phase I surveys on other District projects. The attached proposal includes the scope of work to be performed, with a lump-sum cost of $12,700. Funding to complete archaeological survey work within forest preserve areas is included in the FY17-18 capital budget ($25,000).

Michelle Kelly with Upland Design will work to prepare a final master plan presentation to Commission in June or July.

Brian Holdiman, PBZ Code Official, and Bristol-Kendall Fire Marshall Torrence toured the Pickerill estate house this week to gather input into code improvements to establish public occupancy, noting the following:

1. There are sufficient first floor restrooms for a building capacity of 120.

2. A smoke alarm plan will need to be developed and submitted, with monitoring strongly recommended.

3. ADA improvements needed are limited to ramping for the front and back door, threshold improvements, washroom improvements (1) including increasing door width access, and ADA entry and exit door improvements, and flooring changes.

District staff will review the capacity of the cavetat with the KC Health Department which would be the only other public occupancy area to examine to help inform pending discussions.

All Commissioners are encouraged to schedule a tour of the preserve to help inform master plan discussions.
May 1, 2018

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

Re: Proposal for Phase I Archaeological Survey, Pickerill-Piggot Forest Preserve, Oswego, Illinois

Dear Dave:

As per your request, Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) is submitting this proposal to conduct a Phase I Archaeological Survey for the Kendall County Forest Preserve District (KCFPD) at Pickerill-Piggot Forest Preserve, south of Oswego in Kendall County, Illinois.

PROJECT
It is our understanding that KCFPD has been required by the Illinois Department of Natural Resources (IDNR) to complete a Phase I Archaeological Survey as part of funding for proposed development at the preserve. This proposal outlines Burns & McDonnell’s proposed scope of work, assumptions, and lump sum cost to complete that Phase I Archaeological Survey (Project).

SCOPE OF WORK
A Phase I Archaeological Survey consists of three parts. Online and library research into previous archaeological work, land ownership, and known archaeological and historic sites in and near the Project provides background information necessary for accurately interpreting cultural resources that may be encountered. Field work allows for the systematic collection of archaeological data, determines the presence/absence of archaeological deposits, and records archaeological sites encountered. Report preparation involves the analysis of archaeological data that has been collected in the field, synthesis with the background data, and recommendations for treatment of cultural resources recorded in the Project Area.

Background information research efforts will be directed at online and print sources. Archaeological site records maintained online at the Inventory of Illinois Archaeological Sites website will be consulted. Records of previous archaeological surveys will be researched online at the Illinois State Archaeological Survey’s Cultural Resource Management Report Archive Database. Government Land Office maps will be examined online at the Illinois Secretary of State’s website. Available aerial photographs will be examined online at the University of Illinois’ Historical Aerial Photography Clearinghouse and elsewhere online. Soil survey data and old quadrangle maps will be researched online at websites maintained, respectively, by the Natural Resource Conservation Service and the U.S. Geological Survey. Late nineteenth and early twentieth century plat maps, other historical maps, and relevant published and unpublished
archaeological data will be researched at local public libraries, historical museums, and/or other archives.

Field work will involve the shovel testing method, and should take four days. JULIE is first notified to obtain clearance for buried utilities. Shovel testing consists of hand digging small (one-foot-diameter) holes in transects or grid patterns, typically at intervals of 50 feet (15 meters). Back dirt from each shovel test unit is screened through quarter-inch mesh to isolate any artifacts that might be present. Where archaeological materials are encountered, exposed stratigraphy is recorded and shovel test locations are mapped before test holes are backfilled. All artifacts are bagged, tagged, and, with permission of the landowner, collected for cleaning, analysis, and permanent curation at the Illinois State Museum. Digital photographs are taken, depicting archaeological sites and any standing structures. Maps are prepared, as needed, showing artifact find locations, archaeological site boundaries, and field conditions.

Based upon the results of the background research and field investigations, Burns & McDonnell will prepare a Phase I Archaeological Survey report that meets the standards established by the IDNR and the Illinois State Historic Preservation Office (SHPO). The report will include maps showing Project location and conditions in the Project area. Illinois Archaeological Survey site forms, site sketch maps, and artifact inventories will be included as needed. The report will include recommendations for the treatment of any archaeological or historic sites encountered. Burns & McDonnell will prepare a draft report and provide it to KCFPD for review and comment. Following incorporation of the comments, Burns & McDonnell will prepare the final report and, upon receiving authorization from KCFPD, will submit it to IDNR/IHPA for review. Alternately, KCFPD can submit the report directly. At that point, the Phase I Archaeological Survey will be concluded.

ASSUMPTIONS
In order to develop a cost estimate for this proposal, Burns & McDonnell has made the following assumptions for the scope of work:

- KCFPD is the landowner and will arrange for access to allow Burns & McDonnell to conduct field work.
- As landowner, KCFPD will provide signed permission for Burns & McDonnell to collect artifacts and for artifacts to be curated in perpetuity at the Illinois State Museum.
- Field work will be undertaken sometime in the next two months after Burns & McDonnell receives notice to proceed from KCFPD.
- Phase I Archaeological Survey involves only the work outlined above and does not include formal assessments of historical significance.
Mr. David Guritz  
Kendall County Forest Preserve District  
May 1, 2018  
Page 3

- Our cost estimate is based upon the dimensions of the development footprints illustrated in the conceptual plan for Pickerill-Pigott Forest Preserve. These are: no more than 4 acres of block area Project footprint and no more than 2.2 miles (3500 meters) of linear Project footprint. Our estimate will be adjusted should the actual project configuration to be provided by KCFPD prior to the start of fieldwork exceed those assumed dimensions.
- Survey areas will either be staked out in the field by KCFPD, or KCFPD will provide GPS shapefiles that outline their dimensions.
- Note that the SHPO makes official decisions regarding archaeological clearance or the need for additional archaeological investigation. Burns & McDonnell reports its findings and supplies recommendations, but those recommendations are subject to approval by official agencies and should not be construed as either a constraint upon or permission to proceed with the Project.

COMPENSATION
Burns & McDonnell proposes to complete this Phase I Archaeological Survey for a lump sum fee of $12,700.

The proposed scope of work will be performed under the terms and conditions of the attached contract. Please sign and return the attached contract, which will serve as our notice to proceed with the work.

Burns & McDonnell’s fee is based on performing the services in this proposal. Any changes in the scope of work described herein will be discussed with KCFPD and approved in advance.

We appreciate the opportunity to submit our proposal for services on this Project. If you have any questions about this proposal or require additional information, please contact me directly at (630) 515-4626 or via email at dkullen@burnsmcd.com.

Sincerely,

[Signature]

Douglas Kullen  
Senior Cultural Resources Specialist
Mr. David Guritz  
Kendall County Forest Preserve District  
May 1, 2018  
Page 4  

John Fulmer  
Cultural Resources Section Manager  

DJK/djk  

Enclosure: Contract Paperwork (2 pages)  

cc: Lori Ferry, Burns & McDonnell
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Phase I Archaeological Survey, Pickering-Pigott Forest Preserve
Client: Kendall County Forest Preserve District

1. SCOPE OF SERVICES
For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BmCd) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BmCd has relied upon the information provided by Client in the preparation of the proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BmCd
A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BmCd’s standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BmCd in collecting any delinquent amount, including reasonable attorney’s fees. If a portion of BmCd’s statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BmCd in writing of any dispute portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE
A. During the course of performance of its services, BmCd will maintain Worker’s Compensation insurance in limits as required by statute, Employer’s Liability insurance with limits of $1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of $1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner’s Protective Liability Insurance naming Client as a Named Insured and BmCd as an Additional Insured or to endorse Client and BmCd using ISO form CG 20 10 11 65 endorsement or its equivalent as Additional Insureds on all construction contractor’s liability insurance policies covering claims for personal injuries and property damage incurred at least the amounts required of BmCd in 3A above. All construction contractors shall be required to provide certificates evidencing such insurance to Client and BmCd. Contractor’s compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BmCd release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BmCd’s services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BmCd for damage covered by any construction contractor’s property insurance.

4. INDEMNIFICATION
A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BmCd from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BmCd does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and design clarifications, Client agrees to indemnify and hold harmless BmCd from any liability arising from this Project or Agreement, except to the extent caused by BmCd’s negligence.

5. PROFESSIONAL RESPONSIBILITY - LIMITATION OF REMEDIES
A. BmCd will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BmCd fails to meet the foregoing standard, BmCd will perform at its own cost, the professional services necessary to correct errors and omissions reported to BmCd in writing within one year from the completion of BmCd’s services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BmCd be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BmCd’s aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BmCd’s insurance, will not exceed $100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BmCd and remedies of Client, whether liability of BmCd is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE
The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BmCd’s obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BmCd shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BmCd’s professional responsibility.

7. COMPUTER PROGRAMS OR MODELS
Any use, development, modification, or integration by BmCd of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS
A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BmCd’s instruments of service. BmCd, at its option, may remove all indication of its ownership and involvement from each electronic display.

B. BmCd shall not be liable for loss or damage directly or indirectly, arising out of Client’s use of electronic media or data transmissions.

9. DOCUMENTS
A. All documents prepared by BmCd pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BmCd for the specific purpose intended will be at Client’s sole risk and without liability or legal exposure to BmCd.

B. In the event that BmCd is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary
rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMCD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS
Estimates, schedules, forecasts, and projections prepared by BMCD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMCD’s experience, qualifications, and judgment as a professional. Since BMCD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding, market conditions, and other factors affecting such estimates or projections, BMCD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMCD.

11. POLLUTION
In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMCD in performing such services, notwithstanding the responsibility of BMCD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMCD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMCD’s willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES
A. Project site visits by BMCD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMCD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)’ failure to perform its work in accordance with the contract documents.
B. Client shall disclose to BMCD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMCD’s employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMCD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMCD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES
Client shall have the right to make changes within the general scope of BMCD’s services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMCD.

14. TERMINATION
Services may be terminated by Client or BMCD by seven (7) days’ written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMCD all amounts due BMCD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMCD in terminating the services. In addition, Client may terminate the services for Client’s convenience upon payment of twenty percent of the yet unearned and unpaid estimated lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION
A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney’s fees and other related expenses.
B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.
C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMCD’s services are substantially complete.

16. WITNESS FEES
A. BMCD’s employees shall not be retained as expert witnesses, except by separate written agreement.
B. Client agrees to pay BMCD pursuant to BMCD’s then current schedule of hourly labor billing rates for time spent by any employee of BMCD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMCD’s services under this Agreement.

17. CONTROLLING LAW AND VENUE
This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS — NO ASSIGNMENT
BMCD’s services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMCD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT
These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMCD and Client relative to BMCD’s services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMCD’s services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMCD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMCD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client’s operations.

20. SEVERABILITY
Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

-END-
Kendall County Forest Preserve
Hoover Education Center

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:
Make repairs to tie Blazing Star building back into main system to allow for monitoring the system for alarm and trouble conditions.
Perform annual fire alarm test for all buildings

TOTAL PRICE IS $1,080.00 WHICH INCLUDES LABOR, WIRE, AND MISC. PARTS. THIS PRICE DOES NOT INCLUDE ANY FEES ASSESSED BY LOCAL GOVERNMENT FOR ALARM USER PERMITS, ETC.

100% PAYMENT IS DUE UPON COMPLETION OF INSTALLATION.
THIS QUOTE IS VALID FOR 60 DAYS FROM DATE ABOVE.

_________________________  ________________
CUSTOMER SIGNATURE          DATE

_________________________  ________________
ALARM COMPANY SIGNATURE      DATE

BURGLAR ALARMS, FIRE ALARMS,
CAMERA SYSTEMS, DOOR ACCESS
SYSTEMS, INTERCOM SYSTEMS
To: Kendall County Forest Preserve District Board of Commissioners  
From: Emily Dombrowski, Environmental Education Program Manager  
Re: Summer Public Program Budget: Fees and Charges  
9-May-18

<table>
<thead>
<tr>
<th>Name of Program</th>
<th>Date</th>
<th>Location</th>
<th>Age</th>
<th>Fee</th>
<th>Length of Program-Including set-up and clean-up</th>
<th>Reg. Min</th>
<th>Reg. Max</th>
<th>Est. Sal.</th>
<th>Est. Supp</th>
<th>Net Gain (Range)</th>
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</thead>
<tbody>
<tr>
<td>Eco Art for Kids</td>
<td>18-Jun</td>
<td>Eagle's Nest</td>
<td>6-10 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$47</td>
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<tr>
<td>Toddlers Naturalists- Fun at the Pond</td>
<td>27-Jun</td>
<td>Harris Shelter 4</td>
<td>1-3 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
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<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$47</td>
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<tr>
<td>Babes in the Woods- Fun at the Pond</td>
<td>29-Jun</td>
<td>Harris Shelter 4</td>
<td>4-6 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
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<td>15</td>
<td>$28.00</td>
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<td>$2-$47</td>
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<tr>
<td>Mud Day Celebration</td>
<td>30-Jun</td>
<td>Eagle's Nest</td>
<td>Families</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$47</td>
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<tr>
<td>Women in the Wild</td>
<td>23-Jun</td>
<td>Richard Young</td>
<td>18+</td>
<td>$5 per person</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$47</td>
</tr>
<tr>
<td>Toddlers Naturalists- Beautiful Butterflies</td>
<td>18-Jul</td>
<td>Eagle's Nest</td>
<td>1-3 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$47</td>
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<tr>
<td>Babes in the Woods- Incredible Insects</td>
<td>20-Jul</td>
<td>Eagle's Nest</td>
<td>4-6 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
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<td>Eco Art for Kids</td>
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<td>Eagle's Nest</td>
<td>6-10 yrs old</td>
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<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$47</td>
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<tr>
<td>Make your own Fairy Garden</td>
<td>26-Jul</td>
<td>Eagle's Nest</td>
<td>4-10 yrs old</td>
<td>$10 per person</td>
<td>3 hours</td>
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<td>15</td>
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<td>Toddlers Naturalists- Creek Walk</td>
<td>8-Aug</td>
<td>Eagle's Nest</td>
<td>1-3 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
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<td>$0.00</td>
<td>$2-$47</td>
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<td>Babes in the Woods- Creek Walk</td>
<td>10-Aug</td>
<td>Eagle's Nest</td>
<td>4-6 yrs old</td>
<td>$5 per child</td>
<td>2 hours</td>
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<td>15</td>
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</table>
To register and pay* for a program:
Call 630-553-4025 or email rantrim@co.kendall.il.us
*Payment required at time of registration

For additional information on a program:
Call 630-553-2292
or email edombrowski@co.kendall.il.us
*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration

Toddlers Naturalists

In this program geared for 1-3 year olds, we will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

Ages: 1-3 years old plus caregiver
Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 10-11 am
Price: $5 per child

June 27 – Fun at the Pond
Register by June 25

July 18 – Beautiful Butterflies
Register by July 16

August 8 – Creek Walk
Register by August 6

Babes in the Woods

In this hour-long program for 4-6 year olds, children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.

Ages: 4-6 years old plus caregiver
Location: Hoover Forest Preserve
Eagle’s Nest Pavilion

Time: 1-2 pm
Price: $5 per child

June 29 – Fun at the Pond
Register by June 27

July 20 – Incredible Insects
Register by July 18

August 10 – Creek Walk
Register by August 8

Summer Camps

Looking for summer fun?
Sign up for our popular kids summer camps today!

Visit http://kendallforest.com
to download our catalog and registration forms!

Camps are offered for children from age 1 through 9th grade featuring hands-on nature explorations, horse care and riding instruction, wildlife encounters, art projects, games, and hiking that will help your child cultivate a love and appreciation for the natural world!

Camps fill fast.
Register your child today!

[Image of children smiling]
Eco Art for Kids
Art is all around us! These classes will engage young artists of all skill levels with the natural world while helping them appreciate art and nature in a whole new way. We will focus on a different art project each season.
Ages: 6-10 years old
Location: Hoover Forest Preserve
          Eagle's Nest Pavilion
Time: 4:30-6 pm
Price: $5 per child

June 18 Fairy Explorations
(Register by June 14)

July 23– Wonderful Water
Register by July 19

Women in the Wild
Join us for women’s only hike! Accompany our knowledgeable and enthusiastic staff on a walk through Richard Young and Lyons Forest Preserve.
Ages: 18+
Location: Richard Young Forest Preserve
Time: 10-11 am
Price: $5 per person
June 23– Register by June 21

Mud Day Celebration
Celebrate National Mud Day at our new mud kitchen! Feel the mud squish between your fingers as we make mud pies, create mud artwork, and learn that it is okay to get dirty! Please dress in old clothes that can get muddy.
Ages: All ages!
Location: Hoover Forest Preserve
          Eagle’s Nest Pavilion
Time: 10:30 am– 12 pm
Price: $5 per child

June 30– Register by June 27

Fairy Garden Fun
The activity of building fairy houses offers a fun, creative way for kids to learn about nature. We will go on a hike and then create a fairy house that your child will get to take home! Please dress for the weather.
Ages: 4-12 years old
Location: Hoover Forest Preserve
          Eagle’s Nest Pavilion
Time: 2-3:30 pm
Price: $10 per child
July 26– Register by July 24

To register and pay* for a program:
Call 630-553-4025 or email rantrim@co.kendall.il.us
*Payment required at time of registration

For additional information on a program:
Call 630-553-2292
or email edomrowski@co.kendall.il.us

*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration prevents cancelled classes!