



**SCIENTIFIC AQUATIC WEED CONTROL, INC.**  
**16525 ORCHARD VALLEY DRIVE**  
**GURNEE, ILLINOIS 60031**  
**847-662-5370**  
**847-662-5392 FAX**  
**nick.gowe@yahoo.com**  
**www.scientificaquaticweedcontrol.com**

**PROPOSAL**  
**3/8/22**

PROPOSAL SUBMITTED TO:

BRANDON MAGNINI  
 PARK DISTRICT MANAGER  
 WILDWOOD PARK DISTRICT  
 33325 SEARS BLVD  
 WILDWOOD, IL 60030

EMAIL: [bmagnini@wildwoodparkdistrict.com](mailto:bmagnini@wildwoodparkdistrict.com)  
 INVOICE: WILDWOOD PARK DISTRICT  
 33325 SEARS BLVD, WILDWOOD

WORK TO BE PERFORMED AT:

**VALLEY LAKE**

RES.  
 BUS. 847.223.7275  
 CELL.

WE HEREBY PROPOSE TO FURNISH ALL THE MATERIALS AND PROVIDE ALL THE LABOR AND EQUIPMENT NECESSARY FOR THE COMPLETION OF:

**LAKE MANAGEMENT:**

- WEED AND ALGAE CONTROL FOR THE SUMMER SEASON MAY (POSSIBLE TREATMENT IN APRIL IF REQUESTED) THROUGH SEPTEMBER 2022, TOTALING EIGHT TREATMENTS.
- WILL RESPOND QUICKLY TO ALGAE BLOOMS IN BETWEEN SCHEDULED VISITS WHEN NOTIFIED.

**BACTERIA APPLICATIONS:**

- EIGHT APPLICATIONS TOTAL DONE THE WEEK FOLLOWING WEED AND ALGAE CONTROL.
- IMPROVES WATER CLARITY AND QUALITY – HELPS REDUCE THE AMOUNT OF NITROGEN AND PHOSPHORUS AVAILABLE FOR ALGAE GROWTH.

**SWIMMER'S ITCH TREATMENT:**

- UP TO TWO TREATMENTS FOR SWIMMER'S ITCH AROUND THE INNER PERIMETER - 100 FEET OUT ON THE NORTH, EAST, AND WEST SIDES; 250 FEET OUT ON THE SOUTHSIDE WHICH INCLUDES THE BEACH.
- SECOND TREATMENT UPON REQUEST.

**ADVANCE WATER QUALITY ASSESSMENT REPORT:**

- INCLUDES pH, ALAKALINITY, HARDNESS, CONDUCTIVITY, TURBIDITY, CHLOROROPHYLL, PHOSPHORUS, NITROGEN, NITROGEN/PHOSPHORUS RATIO.
- WATER SAMPLE WILL BE OVERNIGHTED TO LAB WITH REPORT FOLLOWING ANALYSIS.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATION SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN WORKMANLIKE MANNER FOR THE SUM OF:

\$ 4,880.00 LAKE MANAGEMENT  
 \$ 3,920.00 BACTERIA APPLICATIONS  
 \$ 1,472.00 SWIMMER'S ITCH PER TREATMENT (TWO TREATMENTS MAXIMUM)  
 \$ 328.00 WATER QUALITY REPORT

WITH PAYMENTS TO BE MADE AS FOLLOWS:

LAKE MANAGEMENT: \$ 3,000.00 DUE MAY 1 WITH BALANCE DUE AUGUST 16, 2022.  
 BACTERIA APPLICATIONS: \$ 2,300.00 DUE MAY 1 WITH BALANCE DUE AUGUST 16, 2022.  
 SWIMMER'S ITCH TREATMENT & WATER QUALITY REPORT: DUE UPON COMPLETION.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. WE CARRY LIABILITY INSURANCE. WE SHALL ADHERE TO ALL REGULATIONS OF THE DEPARTMENT OF AGRICULTURE.

RESPECTFULLY SUBMITTED 

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE ACCEPTED \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_



Proposal Date: **February 18, 2022**

**Valley Lake**  
**c/o Wildwood Park District**  
**Attn: Brandon Magnini**  
[BMagnini@wildwoodparkdistrict.com](mailto:BMagnini@wildwoodparkdistrict.com)

**RE: 2022 Lake Management program for Valley Lake**

Dear Brandon:

Thank you for the opportunity to submit our proposal for summer-long lake management services in 2022. Our comprehensive approach will include inspections and applications targeting invasive weeds, algae, HAB's and swimmers itch from May – September. Depending on weather and lake conditions, we can schedule additional applications in April and October if needed. Additionally, we will collect water samples at no charge and send them for 3<sup>rd</sup> party laboratory analysis. This data is vital in creating long term management goals for Valley Lake and is included in your lake management program.

Attached is our service proposal for your review. Our approach will include visits every two weeks. At every visit our team will monitor the health of the water including water temperature, dissolved oxygen, pH and alkalinity, these standard tests are required before we can apply any chemical applications to the water. We can even test suspicious looking algae for toxic cells. After every visit you will receive an emailed service report which includes detailed information from the inspections including water quality data, chemicals applied, quantities used, species of plants and/or algae and a photo of the lake from each visit.

All Clarke service programs are NPDES compliant. In addition, Clarke carries a comprehensive \$25 million umbrella insurance policy naming the Valley Lake, c/o Wildwood Park District as additionally insured.

If you have questions regarding any aspect of your contract or services, please contact me at 630-417-2332 or [jbiancalana@clarke.com](mailto:jbiancalana@clarke.com).

Thank you for the confidence you have placed in Clarke Aquatic Services. We sincerely appreciate the opportunity to be of service in meeting your aquatic needs.

Sincerely,



Jennifer Biancalana  
Control Consultant  
Clarke  
630-417-2332



## CLARKE AQUATIC SERVICES, INC.

### Aquatic Professional Services Contract (the "Agreement")

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Proposal Date: **February 18, 2022 (FOR 2022 SERVICE)**

**Valley Lake**  
**Valley Lake #088827**

**\*\*IMPORTANT\*\* Please check box if any water bodies are used for irrigation.**

Thank you for choosing Clarke Aquatic Services, Inc. ("Clarke") for your aquatic management needs. **Valley Lake's** customized water solutions management program will include customized, targeted services and solutions provided by Clarke. The term of this contract is for the fiscal year January 1, 2022 thru December 31, 2022. The following professional aquatic management program is recommended for **Valley Lake**.

#### AQUATIC WEED AND ALGAE CONTROL MANAGEMENT SERVICES

**Core Treatment Program: \$9,040.00 annual**

##### Core Treatment Program Scope of Services:

- A maximum of **eight (8)** inspections and treatments, as necessary, for control of algae and invasive aquatic weeds, HAB's and swimmers itch. Inspections and treatments will begin **May** and run through **September**. Clarke will determine the proper treatment program at the time of inspection based on environmental conditions. Reports will be available to Valley Lakes through the Clarke service portal. Applications may be adjusted to start in April if needed.
- A maximum of **two (2)** properly time applications included to target swimmer's itch. No swimming will be permitted for 12 hours following each swimmer's itch application.
- Clarke will monitor water quality including dissolved oxygen levels, pH, temperature, and alkalinity.
- Any aquatic plants beneficial to an ecologically balanced aquatic system will be preserved. In the event of uniquely problematic vegetation requiring specialized services to control, additional fees may be requested.
- Should any banks become exposed due to water level drawdowns throughout the service program, Clarke will 'spot treat' for exposed nuisance vegetation at no additional cost.
- Standard program does not include removal of plant material. Clarke is also not responsible for lawn or bank maintenance including cutting, treating, or removing grasses or other vegetation above the existing waterline.
- All weed and algae control products used are EPA registered, labeled for aquatic use and applied per label requirements. Weed & algae control products exclude bacteria, phosphorous binders and dyes. All applicators are licensed, state certified aquatic applicators.
- Applications to control swimmers itch will include treatment around the entire perimeter of the lake, along shorelines, extending approximately 40' lakeward (total of 4 acres).
- Treatments will include maximum of 50% of entire waterbody per visit when conditions permit. During periods of high heat and lower oxygen levels, treatments will be reduced to include a maximum of 30% of lake to avoid adverse effects.
- **In 2022, Clarke will INCLUDE water quality sampling and laboratory analysis from 4 sites on the lake. This data will help us to develop long-term management strategies for Valley Lake (valued at \$2,380.00). Final data report will be provided to Wildwood Park District.**
- If additional inspections and treatments are needed, beyond the 8 core inspections included in the aquatic weed and algae control management services outlined above, they will be billed at \$904.00 per visit.
- Optional baseline water and sediment testing available (both tests recommended every 3-5 years):
  - Water quality tests will be billed at \$595 per sample (3 samples per collection)
  - Comprehensive sediment testing at \$885 per sample. (2 samples per collection)

**NUTRIENT MANAGEMENT PROGRAM**

**Beneficial Bacteria Applications:** \$5,112.00 annual

Scope of Services:

- Program includes a maximum of **eight (8)**, bi-weekly applications beginning in May, weather permitting.
- Applications with Pond-Vive X (or equivalent). Product is a proprietary blend of enzymes and beneficial bacteria formulated to help improve water quality and reduce sludge in ponds, lakes and other water bodies
- All products are approved for aquatic use and applied per manufacturer instructions. All treatments to be applied by state certified aquatic applicators.
- If additional applications are needed they will be billed at \$639 each including product and labor

**ADDITIONAL SERVICE OPTIONS**

Please check other services of interest and your account manager will contact you with more information.

**Aquatic Services**

- Blue/Green Algae; Cyanobacteria Program
- New Fountain Design, Sales & Install
- New Bottom Diffuser System Design, Sales & Install
- Aerator Repair/Service Call
- Bathymetric Surveys & Mapping
- Littoral Planting Services
- Fish Stocking Services
- Site Assessment

**Mosquito/Midge Control Services:**

- Season Long Control Programs
- One Time/Single Event Applications

**Payment Plan Schedule**

Valley Lake can choose to pay in a lump sum payment for annual services, or pay monthly. Monthly payment option is only available for Weed, Algae and Swimmers Itch service. Invoices will be submitted pursuant to the schedule below. All invoices are to be paid within thirty days of receipt.

- Annual Payment:** **WEED, ALGAE & SWIMMERS ITCH:** \$9,040.00 on May 1<sup>st</sup>, 2022  
**BENEFICIAL BACTERIA:** \$5,112.00 on May 1<sup>st</sup>, 2022\*
- Monthly Payments:** **WEED, ALGAE & SWIMMERS ITCH:** May 1<sup>st</sup>, June 1<sup>st</sup>, July 1<sup>st</sup>, and August 1<sup>st</sup>  
\$2,260.00/month for 4 of payments

*\*Beneficial bacteria payments may be split over 4 months, on same schedule as weed, algae & swimmers itch. Monthly payment will be increased to \$3,538.00 with bacteria treatment program.*

**Clarke Standard Terms**

**TERM AND TERMINATION:** The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on 12/31/2022 (the "Initial Term"). Notwithstanding anything set forth herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other party; provided that in the event the Valley Lake terminates this Agreement, the Valley Lake must provide payment to Clarke for all services rendered prior to the effective date of termination.

**PRICE INCREASE:** The first day of the month following the initial term (a "Price Increase Date"), the prices listed above can be increased by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the year which immediately precedes the Price Increase Date or five percent (5%). Within thirty (30) days of the Price Increase Date, Clarke shall publish and deliver to the Valley Lake revised pricing for the current renewal term. Clarke may petition Valley Lake at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be prorated to the program cost at the rates in effect at the time.

**PROPERTY DAMAGE/LIMITATION ON CLAIMS:** Allegations of property damage resulting from the services rendered by Clarke must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. Clarke will review the report, determine a fair and equitable resolution, and respond within a timely manner. Valley Lake agrees that any claims Valley Lake has against Clarke must be filed within one (1) year from the date of termination of this Agreement.

**NPDES PERMIT:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for aquatic control services effective October 31, 2011. Clarke will maintain all required licenses and permits and fulfill reporting requirements, including those under the new NPDES permit, for the duration of the term of the Agreement. Any additional/unforeseen costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

**LIMITATION OF LIABILITY:** Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages.

Valley Lake hereby agrees to indemnify, defend and hold harmless the Clarke from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively "Losses") incurred by or imposed upon Clarke as a result of Valley Lake's negligence or intentional misconduct.

Clarke hereby agrees to indemnify, defend and hold harmless the Valley Lake from and against any and all Losses incurred by or imposed upon the Valley Lake as a result of Clarke's negligence or intentional misconduct provided however that Clarke shall not be responsible for any Losses due in whole or in part to Valley Lake's negligent acts or omissions.

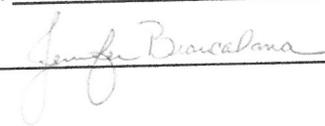
**INSURANCE:** Clarke shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Valley Lake will be an insurance certificate holder and also named as an additional insured. Certificates of insurance shall be delivered to Valley Lake a minimum of two weeks prior to the initiation of the treatment program. If coverages confirmed by these certificates will expire prior to the termination of this Agreement, the certificates for renewals must be delivered not less than ten days prior to the expiration date.

**ENTIRE AGREEMENT:** This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof.

**SIGNING AND RETURNING this document** authorizes Clarke to perform the services stipulated within this Agreement. By signing this document, I acknowledge I have the authority to authorize Clarke to perform the services for Valley Lake

PRINT VALLEY LAKE NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

VALLEY LAKE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLARKE SIGNATURE:  \_\_\_\_\_ DATE: February 18, 2022

**CLIENT INFORMATION**  
**VALLEY LAKE**

**PLEASE ASSIST US IN MAINTAINING OUR RECORDS BY COMPLETING THE FOLLOWING:**

**BILLING ADDRESS:**

Name: \_\_\_\_\_

Property Management Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts Payable E-Mail: \_\_\_\_\_ Accounts Payable Contact \_\_\_\_\_

**\*\*To be more sustainable, we ask you provide an Email address the invoices should be sent to\*\***

**\*TREATMENT ADDRESS (if different from above):**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

**CONTACT PERSON FOR VALLEY LAKE:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ALTERNATE CONTACT PERSON FOR VALLEY LAKE:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**WATER BODIES USED FOR IRRIGATION:**

Numbers/Names: \_\_\_\_\_

**Please sign and return a copy of all pages of this completed Agreement to:**

**Clarke Aquatic Services, Inc.**  
**Attention: Jennifer Biancalana**

**675 Sidwell Court**  
**Saint Charles, IL 60174**

**Phone: 630-417-2332 Fax: 630-443-3070**

**[jbiancalana@clarke.com](mailto:jbiancalana@clarke.com)**



705 E. North St.  
 Elburn, IL 60119  
 P: 847-891-6260  
 F: 630-448-1143  
 Email: info@mccloudaquatics.com

Estimate

33641

3/9/2022

**Billing**

Valley Lake  
 C/O Wildwood Park District  
 33325 N Sears Blvd  
 Wildwood, IL 60030

**Service Location**

33377 N. Greentree Road  
 Grayslake, IL 60030

**\*\*\*IMPORTANT\*\*\***

**MUST CIRCLE APPROPRIATE ANSWERS - Is pond(s) water used for IRRIGATION? YES or NO**

**\*\*\*PLEASE CHOOSE ONE PAYMENT METHOD BELOW AND CIRCLE:\*\*\***

1. 5% ANNUAL PRE- PAYMENT DISCOUNT (Valid on "STANDARD POND/LAKE "CONTRACTS" only. EXCLUDES equipment sales/repairs &/or application services. The 5% DISCOUNT will be REFLECTED on the INVOICE. Payment MUST BE RECEIVED by March 31st, 2022. NO EXCEPTIONS WILL BE GRANTED. Offer not valid with other "discounts" given.
2. SINGLE PAYMENT & will be invoiced on the 1st of April, upon receipt of signed contract and is due upon receipt.
3. TWO PART PAYMENT (Valid on vegetative pond contracts only, EXCLUDES EQUIPMENT & APPLICATION services). Invoiced on the 1st of April & June and is due upon receipt. (A 3% surcharge will be added to the contract amount for a two-part payment).
4. CONTRACTS RECEIVED AFTER JULY 31ST, MUST BE PAID IN FULL, PRIOR TO START OF SERVICE.

Qty	Item	Description	Amount	Total
	Standard Pond/Lake Contract	Treat for Algae/Chara and submerged weeds* with inspections that focus on harmful algae blooms (HAB's) along with identification of invasive species not covered under contract. Full lake herbicide treatment is not included.  Period of Control: May through September, (12 service visits per full season). Refer to Scope Of Service for additional details.	8,475.00	8,475.00
	Water Enhancement - Standard	Water Quality Enhancement Standard Monthly Program May - September. 8 treatments total.	6,585.00	6,585.00
	Water Test	Water Quality Test. Up to 4 samples.	800.00	800.00
	BioBase	Bathymetry mapping of lake included at no charge with acceptance of our Standard Program. Includes depth, sediment, and vegetation analysis.	0.00	0.00
	Quality Control Inspection	Onsite quality control inspection performed by management. 3 visits throughout the season.	0.00	0.00
		Estimate is for the 2022 & 2023 season. Per season price.		

Our quotation is based on access of your lake/pond via our trailered boat and equipment, your current irrigation status, and reflects the entire cost of labor, equipment, chemical, insurance, state and local licensing, NPDES permit, and guarantee. (No guarantee for ponds with average depth less than 2 feet or no boat access).

**Sales Tax (8.0%)**

\$0.00

**Total**

\$15,860.00

Estimate is only valid for 30 days from the date of quote. We reserve the right to revoke (or null) the proposal if not accepted within 30 days.

See attached for Scope of Service & Terms and Conditions. EPA registered.

Signature/Date \_\_\_\_\_

Sales Rep
LK



## SCOPE OF SERVICE

**Period of Control:** May through September with a minimum of 10 service visits per full season. Should the need arise prior to May 1st, McCloud Aquatics will respond to your request as soon as possible (additional charges may apply). Contracts received after May 1<sup>st</sup>, will be added to the already established schedule for your area.

**Frequency:** You will receive a site visit approximately every two weeks after initial service is started. Service is dictated by weather, boat access, dissolved oxygen levels and other growth-related conditions. A photo/report is sent after each site visit.

**Herbicides/Algaecides:** Our herbicide selection and the rates applied are dictated by the product label, species and extent of vegetation present, current and proposed water usage (i.e. used for irrigation, swimming, fishing, etc.) dissolved oxygen levels (no applications will be made when levels are below 5.0 ppm), other environmental conditions and our discretion. All herbicides utilized are EPA registered, labeled for use in aquatic resources and applied by licensed applicators.

**Communication:** McCloud Aquatics requires an on-site/off-site point of contact for communication purposes. McCloud Aquatics is always open to your questions or concerns and will provide factual answers to the point of contact(s) only. McCloud Aquatics will email a service report to the point of contact after each site visit. A service report includes; dissolved oxygen level, pH, water temperature, infestation(s), action taken and water use restrictions, if applicable.

**Vegetation categories below are NOT included in the Standard Pond/Lake Maintenance Program:**

- Free floating plants i.e., Duckweed\*, Watermeal\* (limited control)
- Floating pondweed i.e., American & IL pondweeds
- Emerged plants i.e., Cattails, Arrowheads, Am. Lotus, Waterlily, Creeping Water Primrose
- Submerged vegetation i.e., Eelgrass\*
- Terrestrial vegetation in rocky shoreline-
- No physical removal is offered

\*Limited control – Is due to the genetic makeup of Duckweed Watermeal and Eelgrass which can form a resistance to products used during treatment. It is also difficult to gain control due to the reintroduction through stormwater systems and water fowl.

Our quotation is based on access of your lake/pond via our trailered boat and equipment, your current irrigation status, and reflects the entire cost of labor, equipment, chemical, insurance, state and local licensing, NPDES permit, and guarantee. **(No guarantee for ponds with average depth less than 2 feet or no boat access).**

## TERMS AND CONDITIONS

### MATERIALS

- A. The Herbicide/materials used in aquatic services shall conform to federal, state, and local ordinances and are EPA registered for aquatic use.

### CLIENT RESPONSIBILITIES

- A. The customer shall extend all necessary cooperation to ensure effective results from aquatic management services, such as availability of boat access. With boat access comes the possibility of minor shoreline disturbances, such as tire depressions, shoreline tears and mud trails, if not a man-made structure. McCloud Aquatics shall be held harmless should events of this type occur.
- B. Customer is responsible for passing information along to the appropriate parties on restrictions due to herbicide applications that is related to: Fish consumption, live-stock drinking, swimming, irrigation.
- C. Label will dictate which restrictions will apply. High winds, heavy rains, water temperature, dissolved oxygen levels will determine any and all applications.
- D. Customer's signature attests to 1) financial responsibility, ability, and willingness to pay McCloud Aquatics within stated terms of Upon Receipt; 2) agreement to pay a finance charge 1/2 % per month or 18% per year on all pass due amounts older than 30 days; 3) agreement to pay all costs of collecting to include attorney's fees; 4) agreement, that for purposes of determining the location for bringing any legal action on the account, client agrees that any such action may be brought in a court in the county in which McCloud Aquatics principal place of business is located, or in such other county chosen by McCloud Aquatics.
- E. Allegations of property damage resulting from a service visit by McCloud Aquatics, must be submitted in writing within five business days. McCloud Aquatics will review and submit McCloud Aquatics findings to determine a fair and equitable resolution, if McCloud Aquatics is found to be fault.
- F. Fish kills must be reported with 24-48 hours to determine the "root" cause of the kill by calling 847-226-4718 for inspection and gathering of water parameters by McCloud Aquatics. If determined that the resultant fish kill was caused by our actions, McCloud Aquatics will remove and dispose of the fish collected and will replace only those game species at the time of stocking (spring and fall only), if requested. Fish replacement will be based only on the number of game species collected and not by the size. Exotic species and non-native game fish are excluded from replacement and or monetary reimbursement. Fish kills caused by acts of nature, weather, disease, bacteria, runoff, foul hooking, vandalism, pollution, turnover or other events beyond our control, are not covered under the contract with McCloud Aquatics. There are no provisions, written or implied, concerning removal, disposal or

water testing to determine cause, diagnosis, prevention or odor reduction offered by McCloud Aquatics. McCloud Aquatics shall be held harmless should these events occur.

#### SPECIAL PROCEDURES

- A. Any service required outside the scope of the agreement will have to be agreed upon both to any application can be performed.

#### ONGOING MAINTENANCE PROGRAM

- A. The terms of agreement for all ongoing programs or other annual plans are from the date of the proposal. All annual programs will not renew automatically after the term of the agreement. Unless the contract is terminated by either party within a written thirty-day notice.
- B. All equipment purchased by the customer is your sole responsibility unless McCloud Aquatics is retained to perform any maintenance/service. Any aeration Equipment that is missing or becomes damaged while under McCloud Aquatics winter storage program; will be replaced by McCloud Aquatics personnel.
- C. Customer approval of this contract includes the specifications that McCloud Aquatics will provide all services as scheduled in this document. Customer agrees to pay for all such services even if no client representative is available nor approving signature obtained by McCloud Aquatics at the time service is performed.
- D. Customer approval of this contract indicates your willingness to pay any associated fees for non-contracted vegetation treatments, special services, product/equipment purchases, and/or for add-on service to additional locations verbally requested and approved by you or your representatives.

#### INSURANCE

McCloud Aquatics provides the following insurance coverage at this time.

Worker's Compensation and Employer's Liability..... \$1,000,000  
General Liability ..... \$2,000,000 / \$4,000,000  
Automobile ..... \$2,000,000

The above is included in the Standard Policies from McCloud Aquatics; higher limits may be available upon request. A certificate of insurance will be issued upon request and submitted upon acceptance of this agreement.

#### LIMITED WARRANTY

McCloud Aquatics will guarantee up to 80% of covered submerged vegetation and 90% of algae excluding resistant algae, which are: Microsystis spp., Lyngbya spp., Oscillatoriopsis spp., Hydrodictyon spp., there is no guarantee for non-covered vegetation. Use of any other products (aquatic or otherwise) and/or service provider by any individual(s), agents, board members or owners of the property shall be cause for termination of the contract and McCloud Aquatics shall be held harmless as a result of such actions.

McCloud Aquatics warrants that its application of treatments here under shall be in accordance with applicable herbicide/algaeicide regulations of the Environmental Protection Agency (EPA) and other application government agencies. This warranty is exclusive and is lieu of any warranty of merchantability, fitness for a particular purpose or other warranty or representation, expressed or implied, with respect to any goods or services furnished by McCloud Aquatics, pursuant to this contract. McCloud Aquatics representatives will make additional calls and treatments for covered vegetation in areas covered by this agreement, when deemed necessary and these extra service calls will be provided at no additional charge during work hours. Unless specified otherwise in the service agreement, special services and after-hours service calls will be provided on a cost per treatment basis. The parties agree that the client's sole and exclusive remedy against McCloud Aquatics in the event continued infestation shall be the reapplication of treatment as described above. The customer agrees that no other remedy shall be available to them. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this contract. This writing constitutes the final expression of the parties agreement and it is a complete and exclusive statement of the terms of that agreement. Any different additional terms proposed in customer's order are rejected unless expressly agreed to in writing by McCloud Aquatics authorized agent. The terms and conditions contained herein shall constitute an offer by McCloud Aquatics and may only be accepted on the terms herein set forth.

#### CANCELLATION

If for any reason you are not satisfied with McCloud Aquatics services, you may cancel this contract with a written 30-day cancellation notice mailed to the McCloud Aquatics office. McCloud Aquatics also reserves the right to cancel this agreement before one year for any reason.

For special jobs (i.e., dredging) that require specialty equipment and/or equipment rentals shall require a 24 hour cancellation notice or will incur a \$125.00 cancellation fee.

**Subject:** Re: Valley Lake Treatment Proposals and VLCC meeting  
**Date:** Thursday, March 10, 2022 at 9:09:44 AM Central Standard Time  
**From:** Brandon Magnini  
**To:** Becky Jante, Dan Corrigan  
**Priority:** High  
**Attachments:** image001.png, image002.png

Good morning, Becky,

For comparison results, I had the three companies include the beneficial bacteria treatments to see where they were versus what money we can save doing it in-house. The VLC also had requested that I have the quotes include the beneficial bacteria in the initial quote for comparison as well.

As for the in-house options, we have several, and they are all cost-efficient compared to what is seen on the proposals:

**MUKK BUSTER:** <https://www.organicpond.com/products/cygnnet-mukk-busster>. This option would come with 10lb containers with pellets at \$119.00 a container. For six months, the cost for each container combined would be \$714.00 (The amount of pellets in each container covers the needed area and then will need to be done every 30 days afterwards).

**STONEY CREEK Pond-Vive Beneficial Bacteria** (Alicia passed on this product to me from Dean Fritz): <https://www.stoneycreekequip.com/product/pb10x-pond-vive-bacteria-10lb-pail-20ct-8oz-water-soluble-packs/>. Cost would be similar to MUKK BUSTER, \$142.00 per pail and would cost District \$1,136.00 over 8 treatments (done bi-weekly in summer months).

Cindy Bundalo had mentioned that Nutrisorb and Backtilear were used in the past from previous company, but currently based on web inquiries Nutrisorb is currently sold out; and Backtilear does not show up on Google. I was waiting on hearing from Alicia the quantity of Backtilear and Nutrisorb was used in the past.

The following are the in-house options off Amazon that I had compiled for a previous Board Meeting:

1. Air Max Muck Away Total Muck Reducer: <https://www.airmaxeco.com/product/airmax-muckaway-total-lake/muck-control#prod-overview>

Cost comes to \$19.41 per pound with a total of 36 pounds for \$699.99. Removes up to 2" of muck a month. Each tablet treats 1,000 sq. foot area.

2. MicroLife Muck Out Pond Bacteria (25 lbs. 100 pucks) sold by Pond Supply  
Store: <https://www.thepondsupplystore.com/microlife-muck-out-pond-bacteria-25-lb-100-pucks/>.

Cost comes to \$10.60 per pound (25 lbs.) at a total cost of \$265.00. The website says to toss in 10-20 "pucks" per surface acre every 2-4 weeks as needed. I am not as keen on this product compared to the others.

3. Muck Silt Sludge Reducer Pellets from Shore Restore off

Amazon: [https://www.amazon.com/ShoreRestore-Reducer-Digester-Beneficial-Bacteria/dp/B01GR4SQVM/ref=sr\\_1\\_4?keywords=muck+silt+sludge+reducer&qid=1636571621&qsid=134-0916367-0839556&sr=8-4&sres=B01GR40XMC%2CB01GR4SQVM%2CB01JJC8I2W%2CB00IFHTBFU%2CB00IFHT86M%2CB074HNGV1S%2CB07CCB4NPG%2CB06XV1MWVZ%2CB004CR456M%2CB0006JDWGO%2CB00S6QJKEW%2CB000OVCI2S%2CB003GPWVUI%2CB06XVF516C%2CB00FGPUOCW%2CB01JJC8IT0](https://www.amazon.com/ShoreRestore-Reducer-Digester-Beneficial-Bacteria/dp/B01GR4SQVM/ref=sr_1_4?keywords=muck+silt+sludge+reducer&qid=1636571621&qsid=134-0916367-0839556&sr=8-4&sres=B01GR40XMC%2CB01GR4SQVM%2CB01JJC8I2W%2CB00IFHTBFU%2CB00IFHT86M%2CB074HNGV1S%2CB07CCB4NPG%2CB06XV1MWVZ%2CB004CR456M%2CB0006JDWGO%2CB00S6QJKEW%2CB000OVCI2S%2CB003GPWVUI%2CB06XVF516C%2CB00FGPUOCW%2CB01JJC8IT0). Cost comes to \$16.00 per pound (6 lbs.) for a total of \$97.00. Pellets are capable of reducing up to 8" of muck and build-up on lake bottom per month.

4. Natural Waterscapes Muck Remover Pellets sold by Natural Waterscapes store off

Amazon: [https://www.amazon.com/Natural-Waterscapes-Muck-Remover-Pellets/dp/B06XVF516C/ref=sr\\_1\\_1\\_sspa?crid=RH23MENER1T1&keywords=natural+waterscapes+muck+remover&qid=1636571814&sprefix=natural+waterscapes+muck+r%2Caps%2C168&sr=8-1-spons&psc=1&smid=A37B8VHQVCQHxD&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEzR0kzRUg4VEVYMU9PJmVuY3J5cHRlZElkPUEwOTY0MDY2MUU0U0U0VSEtaQUcySiZlbnNyeXB0ZWRBZElkPUEwOTExMzI4RkxKVVJLVjRGUEZQJndpZGdlE5hbWU9c3BfYXRmJmFjdGlvbj1jbGlja1JlZGlyZWNOJmRvTm90TG9nQ2xpY2s9dHJ1ZQ==](https://www.amazon.com/Natural-Waterscapes-Muck-Remover-Pellets/dp/B06XVF516C/ref=sr_1_1_sspa?crid=RH23MENER1T1&keywords=natural+waterscapes+muck+remover&qid=1636571814&sprefix=natural+waterscapes+muck+r%2Caps%2C168&sr=8-1-spons&psc=1&smid=A37B8VHQVCQHxD&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEzR0kzRUg4VEVYMU9PJmVuY3J5cHRlZElkPUEwOTY0MDY2MUU0U0U0VSEtaQUcySiZlbnNyeXB0ZWRBZElkPUEwOTExMzI4RkxKVVJLVjRGUEZQJndpZGdlE5hbWU9c3BfYXRmJmFjdGlvbj1jbGlja1JlZGlyZWNOJmRvTm90TG9nQ2xpY2s9dHJ1ZQ==).

Cost comes to \$14.70 per pound (10 lbs.) for total cost of \$147.99. Each 8oz scoop of the product treats 5,000 sq. ft every two weeks. Suggested use of two scoops per every quarter acre.

5. Air Max PondClear off Amazon: [https://www.amazon.com/Pond-Logic-PondClear-24-Packets/dp/B0015AMEFS/ref=sr\\_1\\_1\\_sspa?crid=1NA98UXVRXEM6&keywords=airmax%2Bpondclear%2Bbeneficial%2Bbacteria&qid=1636572033&sprefix=airmax%2Bpondclear%2Caps%2C177&sr=8-1-spons&smid=A1EDR700GKJKM5&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEySVUwTEFFVUHMVU81JmVuY3J5cHRlZElkPUEwOTAxNTE3UTBZRFlXUzQwRkg3JmVuY3J5cHRlZEFkSWQ9QTA0NzlwMDVFRUtaVlplT0cyTzlmZDlkZ2V0TmFtZT1zcF9hdGYmYWNOaW9uPWNsaWNRUmVkaXJlY3QmZG90b3RMb2dDbGljaz10cnVl&th=1](https://www.amazon.com/Pond-Logic-PondClear-24-Packets/dp/B0015AMEFS/ref=sr_1_1_sspa?crid=1NA98UXVRXEM6&keywords=airmax%2Bpondclear%2Bbeneficial%2Bbacteria&qid=1636572033&sprefix=airmax%2Bpondclear%2Caps%2C177&sr=8-1-spons&smid=A1EDR700GKJKM5&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEySVUwTEFFVUHMVU81JmVuY3J5cHRlZElkPUEwOTAxNTE3UTBZRFlXUzQwRkg3JmVuY3J5cHRlZEFkSWQ9QTA0NzlwMDVFRUtaVlplT0cyTzlmZDlkZ2V0TmFtZT1zcF9hdGYmYWNOaW9uPWNsaWNRUmVkaXJlY3QmZG90b3RMb2dDbGljaz10cnVl&th=1)

Cost comes to \$24.60 per pound (6 lbs.) with 24 packets for a total of \$149.99. 24 of these packets only treat ¼ acre for 6 months, so perhaps not the best bang for your buck.

6. SePro Phoslock (off Amazon): [https://www.amazon.com/Sepro-Corporation-Phoslock-55-Bag/dp/B00KNWBX8I/ref=sr\\_1\\_2?keywords=phoslock&qid=1636572218&qsid=134-0916367-0839556&sr=8-2&sres=B00KNWBX8I%2CB004BHNY6A%2CB0084HQ63G%2CB000255PHQ%2CB00AGK9KOG%2CB0775MV9K2%2CB07SC58QBW%2CB000255PH6%2CB00HUDH9VS%2CB0734SN6VR%2CB081W9LGL2%2CB084VLR9D%2CB07KFMTWVF%2CB07TK6MPNB%2CB088GNC6TT%2CB01IVTVK3W%2CB0785JVT1S%2CB07NGY19KQ%2CB07Q5F82V3%2CB001K5M0HA](https://www.amazon.com/Sepro-Corporation-Phoslock-55-Bag/dp/B00KNWBX8I/ref=sr_1_2?keywords=phoslock&qid=1636572218&qsid=134-0916367-0839556&sr=8-2&sres=B00KNWBX8I%2CB004BHNY6A%2CB0084HQ63G%2CB000255PHQ%2CB00AGK9KOG%2CB0775MV9K2%2CB07SC58QBW%2CB000255PH6%2CB00HUDH9VS%2CB0734SN6VR%2CB081W9LGL2%2CB084VLR9D%2CB07KFMTWVF%2CB07TK6MPNB%2CB088GNC6TT%2CB01IVTVK3W%2CB0785JVT1S%2CB07NGY19KQ%2CB07Q5F82V3%2CB001K5M0HA).

Cost is \$266.50 for a 55lb. bag. This product decreases phosphorus levels after each application of the product. Phoslock can be applied as a dry or as a slurry, combining 1 pound of product with 1 gallon of water. For a 1/4 acre, 55 pounds is recommended for the slurry method or 110 pounds for the dry.

The products presented in this summary meet EPA and ANSI qualifications and are safe for the lake water and animals/plants.

These in-house options are strong cost-saving tools and should be implemented versus a treatment company. The District would likely be paying no more than \$1,500.00 at the high end for season-long beneficial bacteria treatment from "over the counter" products found online.

Given that Alicia had asked for the proposals when I finally received them, would you like me to pass those on to the VLC? As well as the in-house options we have researched?

Sincerely,  
Brandon Magnini

Brandon Magnini  
Park District Manager  
Wildwood Park District  
33325 N. Sears Boulevard Wildwood, IL 60030  
[bmagnini@wildwoodparkdistrict.com](mailto:bmagnini@wildwoodparkdistrict.com)  
847.223.7275



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**From:** Becky Jante <[bjante@wildwoodparkdistrict.com](mailto:bjante@wildwoodparkdistrict.com)>  
**Date:** Thursday, March 10, 2022 at 7:45 AM  
**To:** Brandon Magnini <[bmagnini@wildwoodparkdistrict.com](mailto:bmagnini@wildwoodparkdistrict.com)>, Dan Corrigan <[dcorrigan@wildwoodparkdistrict.com](mailto:dcorrigan@wildwoodparkdistrict.com)>  
**Subject:** Re: Valley Lake Treatment Proposals and VLCC meeting

Brandon,

Thanks for the information.

Were you able to find out any more about a plan to use Mukbuster or Nutrisorb? I see there is beneficial bacteria and another 50% of cost and i thought we were going to try and do this in-house?

Please share any costs associated with doing it ourselves for comparison. I would like to use some sort of beneficial bacteria, but if the products the previous company used had results, I don't see the reason to add such a large cost when it is not necessary.

Thanks,  
Becky





Home > Lake & Pond Management > Beneficial Bacteria > Pond-Vive > PB10X Pond-Vive Bacteria – 10lb pail – 20ct. 8oz Water Soluble Packs

## PB10X Pond-Vive Bacteria – 10lb pail – 20ct. 8oz Water Soluble Packs

\$142.09

The natural, biological way to revive your pond.

The use of Pond-Vive beneficial pond bacteria has proven to be one of the best tools, along with aeration, that a pond owner can use to maintain water quality. Beneficial bacteria help to consume and digest decaying organic material. When left in a pond this decaying material will contribute to water quality problems and increased sludge (muck) on the pond bottom. Regular use of Pond-Vive beneficial bacteria will help improve water quality and overall enjoyment of your pond.

1

 ADD TO MY WISH LIST!

SKU: PB10X

Category: Pond-Vive

Share   

### Description

This special blend of enzyme producing bacteria is designed to:

- Reduce sludge buildup
- Eliminate pond odors
- Improve water clarity
- Reduce oxygen demand
- Eliminate excess nutrients

Pond-Vive Premium formula includes:

- Concentration level of 5 billion colony forming units per gram
- Growth nutrient to stimulate bacteria
- Enzymes which break down waste to more digestible form for the bacteria – speeds up the process!
- Cold water bacteria for results in temperatures as low as 38°F
- Pulverized barley straw additive

?

### Directions for Use

For best results use when temperatures are above 55° F. Apply 4 to 6 lbs. (eight to twelve packets) per surface acre every two weeks. Water soluble packets are simply tossed into the pond where they will dissolve after a few minutes. Use the higher dosage on older ponds or ponds with higher levels of sludge/muck. An initial application should be doubled to jump start the process.

Avoid using copper based algicides for 48 hours within application of Pond-Vive.

### RELATED PRODUCTS



**PB25X Pond-Vive Bacteria – 25lb pail – 50ct. 8oz Water Soluble Packs**  
Pond-Vive  
\$331.79



**PB100XL Pond-Vive Bacteria 100 lb. Drum Bulk**  
Pond-Vive  
\$1,077.29



**PB25XL Pond-Vive Bacteria – 25lb pail – Bulk Loose Powder**  
Pond-Vive  
\$303.39



**PB128 Pond-Vive L Liquid Lake & Pond Bacteria – 1 gallon**  
Pond-Vive  
\$47.39



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# MUKK BUSSTER Pellets - Beneficial Bacteria That Reduces Organic Muck

\$119.99

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Mukk Busster is a specially formulated microbial pellet designed to decrease the level of organic sediment in ponds and lakes while reducing odors and improving clarity. Safe for people, pets, plants, fish and wildlife. There are NO water use restrictions for humans or animals.

Mukk Busster pellets are designed to sink quickly while maintaining their integrity until they reach the mucky bottom. Once on the bottom the pellet dissolves evenly and releases bacteria and enzymes (Lipase, Protease, Amylase and Cellulase) which begin digesting leaf litter, dead algae cells, grass clippings, dead plant matter and other components commonly found in organic pond and lake muck sediment.

Mainly used for targeted spot treatment along beaches and docks. Drop these pellets where you'd like to see immediate improvement in Muck Consumption.

Mukk Buster is fish and wildlife friendly and does not contain any pathogenic bacteria. It is available in 10 pound plastic jugs, the start-up application rate is 20 pounds per surface acre and the maintenance application rate is 10 pounds per surface acre every 30 to 60 days thereafter.

 SHARE

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 PIN IT

## YOU MAY ALSO LIKE



## Mix & Match with Free Shipping!

Order 2 gallons or more of our made-in-USA **Organic Pond™** proprietary blend liquids and get free shipping!

**Muck Reducer pureBACTERIA**

Rudow Consulting Group, Inc.

March 5, 2022

Invoice: 07

Wildwood Park District  
Board of Commissioners  
33325 N. Sears Boulevard  
Wildwood, IL 60030

February 2022 Invoice

<u>Date</u>	<u>Topic</u>	<u>Hours</u>
2/1	Commissioner meeting prep	1.0
2/2	Call with Becky LMR/LMS	3.0
2/13	Board Workshop Prep	2.0
2/14	Weekly meeting with Brandon and prep	2.0
2/14	Board Workshop Prep	3.0
2/16	Board Workshop	4.0
2/23	Weekly meeting with Brandon	2.0

17 Hours @\$100/hr

**Total: \$1700**

Checks Payable to:

Rudow Consulting Group, Inc.  
1988 McThurstan Court #309  
St. Charles, Illinois 60174



**Subject:** RE: February Invoice

**Date:** Monday, March 14, 2022 at 12:26:09 PM Central Daylight Time

**From:** Wildwood Park District Accounting

**To:** Laura Rudow

**CC:** Brandon Magnini, Becky Jante

Hello Laura,

On August 16, 2021, the board approved up to \$10,000 for consulting services from Rudow Consulting Inc. Prior to the attached invoice Wildwood Park District has paid \$9,200 for consulting services. This invoice will exceed the approved amount and will need to be approved by the board at their next meeting before I can remit payment in full. Since I have \$800 approval remaining, please advise if you would like me to make a partial payment until the full amount is approved.

Brandon, please add approval of this invoice to the agenda for the March 21<sup>st</sup> meeting.

Once approved I will process payment right away.

Regards,

Kathy Atkins  
Accountant  
Wildwood Park District  
33325 N. Sears Boulevard Wildwood, IL 60030  
[accounting@wildwoodparkdistrict.com](mailto:accounting@wildwoodparkdistrict.com)  
Office: 847.223.7275  
Cell: 224.723.3031

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**From:** Laura Rudow <laura@rudowconsulting.com>

**Sent:** Sunday, March 6, 2022 11:50 AM

**To:** Wildwood Park District Accounting <accounting@wildwoodparkdistrict.com>

**Subject:** February Invoice

Kathy,

Hope you had a wonderful weekend! Attached is the invoice for February consulting services. Thank you! LMR





March 1, 2022

Members of the Board of Commissioners  
Wildwood Park District, Illinois

We are pleased to confirm our understanding of the services we are to provide the Wildwood Park District, Illinois for the years ended April 30, 2022, April 30, 2023, and April 30, 2024.

*Audit Scope and Objectives*

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended April 30, 2022, April 30, 2023, and April 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, and GASB-required pension.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.



*Audit Scope and Objectives – Continued*

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

*Auditor's Responsibilities for the Audit of the Financial Statements*

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

*Auditor's Responsibilities for the Audit of the Financial Statements – Continued*

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

*Audit Procedures – Internal Control*

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, increased regulations by oversight bodies or granting agencies, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

*Audit Procedures – Compliance*

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

*Other Services*

We will also assist in preparing the financial statements and required audit adjustments, if any, for the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

*Responsibilities of Management for the Financial Statements*

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on, the supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

*Responsibilities of Management for the Financial Statements - Continued*

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

*Engagement Administration, Fees, and Other*

Our fees for the April 30, 2022, April 30, 2023, and April 30, 2024 audits will be \$4,625, \$4,750, and \$4,875, respectively.

The District agrees that during the term of this agreement and for a period of twelve months thereafter, the District shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the District to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

*Reporting*

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Commissioners of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Wildwood Park District, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Wildwood Park District, Illinois.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Subject:** Re: Request for quote Wildwood Park District Atlas Piers installation Spring 2022  
**Date:** Sunday, March 6, 2022 at 7:35:10 PM Central Standard Time  
**From:** Lighthouse Dock and Lift  
**To:** Brandon Magnini  
**Attachments:** Estimate (No. 4519) from Lighthouse Dock & Lift Inc.[2].pdf, image001.png, image002.png, Sunset Temporary Piers Diagram[53].jpeg

\$2500

---

Jodi Wagner  
Lighthouse Dock and Lift Inc.  
Office: [847.975.6002](tel:847.975.6002)  
Cell: [847.912.5828](tel:847.912.5828)  
[brock@lighthousedockandlift.com](mailto:brock@lighthousedockandlift.com)  
[www.lighthousedockandlift.com](http://www.lighthousedockandlift.com)

On Mar 6, 2022, at 5:22 PM, Brandon Magnini <[bmagnini@wildwoodparkdistrict.com](mailto:bmagnini@wildwoodparkdistrict.com)> wrote:

Good afternoon, Jodi,

I would like to request a quote for the seasonal installation of our Atlas piers/pieces for the 2022 season. We would require Lighthouse to be able to load the pier pieces and legs from our Maintenance Shop and transport them to our Sunset Beach location where Lighthouse would install them for the season.

Last Fall's estimate is attached when Lighthouse removed our piers from the water and transported back to our Maintenance Facility.

In terms of scheduling, we would prefer to have the piers installed by May 1<sup>st</sup> (if possible, especially considering that temps are still cold throughout March and parts of April). Our drop-dead date of having the piers installed would be no later than May 20<sup>th</sup>, 2022.

Thank you for your business and consideration.

Sincerely,  
Brandon Magnini

Brandon Magnini  
Park District Manager  
Wildwood Park District  
33325 N. Sears Boulevard Wildwood, IL 60030  
[bmagnini@wildwoodparkdistrict.com](mailto:bmagnini@wildwoodparkdistrict.com)  
847.223.7275





# Lighthouse Dock and Lift Inc.

27992 W. IL Rt. 120 #43 Lakemoor, IL 60051 | 847.975.6002

brock@lighthousedockandlift.com | www.lighthousedockandlift.com

Name/Address
Wildwood Park District 33325 N Sears Blvd Wildwood, IL 60030

Date	Estimate No.
10/21/21	4519

Description	Quantity	Cost	Total
Remove Dock Sections	20	45.00	900.00
Transport Dock	1	800.00	800.00
Sales Tax		7.00%	0.00
<b>Total</b>			<b>\$1,700.00</b>

**Acceptance of Quote:**

A down payment of 50% and a signed invoice are required to begin work or place any orders. Lighthouse Dock and Lift Inc. recommends for all sectional piers and boat lifts to be removed for winter.

Signature: \_\_\_\_\_

