

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
SPECIAL CALL COMMISSION MEETING AGENDA  
WEDNESDAY, AUGUST 7, 2024**

**6:00 PM**

**KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:  
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. <sup>(1)</sup> **CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Committee of the Whole Meeting of July 9, 2024
    - Kendall County Forest Preserve District Commission Meeting of July 16, 2024
    - Kendall County Forest Preserve District Finance Committee Meeting of July 25, 2024
  - B. <sup>(1)</sup> **MOTION**: Approval of Claims in the Amount of \$13,721.15
  - C. <sup>(1)</sup> **MOTION**: Approval of a Proposal from Prairie Archaeology & Research LTD of Springfield, Illinois for Completion of a Phase II Archaeological Survey for the Hoover-Fox River Bluffs Regional Trail Connection Project in the Amount of \$14,720.00
  - D. <sup>(1)</sup> **MOTION**: Approval of a Special Use and Right of Entry Permit Agreement for the Kendall County Highway Department to Complete a Re-Grading and Invasive Species Control Project at Subat Forest Preserve
  - E. 1) **MOTION**: Approval of a Proposal from J&E Restorations for Replacement of Structural Support Beams (\$7,300.00) and Soffit Addition (\$5,300.00) of the Blazing Star Bunkhouse Pavilion for a Total Cost Not-to-Exceed \$12,600.00
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**

*No items posted for consideration.*
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
  - A. Mary M. Subat Groundbreaking Event – Thursday, August 15, 2024 at 3:00 PM
- XIV. Adjournment

*(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)*

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE of the WHOLE MEETING MINUTES  
JULY 9, 2024**

**I. Call to Order**

President DeBolt called the meeting to order at 4:36 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

**II. Roll Call**

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers	X	Rodriguez
	Gengler	X	Shanley
	Kellogg		Wormley

Commissioners Bachmann, Koukol, Peterson, Rodriguez, Shanley, and President DeBolt, were all present.

**III. Approval of Agenda**

Commissioner Shanley made a motion to approve the meeting agenda as presented. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**IV. Public Comments**

No public comment was offered by those in attendance.

**V. Leadership Team Report**

Acting Executive Director White, provided updates on District projects.

**VI. Motion to Forward Claims (063024F and 071524F) to Commission**

Commissioner Shanley made a motion to forward claims to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**VII. Review of Preliminary End-of-Year Financial Statements through June 30, 2024**

Acting Executive Director White presented an overview of the preliminary financial statements through June 30, 2024.

**VIII. OLD BUSINESS**

- a) **Ohio Valley Acquisition LLC (TC Energy / ANR Pipeline Company)  
Temporary Easement Agreement**

DRAFT FOR COMMISSION APPROVAL: 08-07-24

Acting Executive Director White provided an update that the District was still waiting to receive response back for Ohio Valley Acquisition.

**IX. NEW BUSINESS**

**a) MOTION: Approval to Special Use Permits**

- i. Kendall County Planning, Building, and Zoning - Historic Preservation Committee - Pickerill Estate House Monday July 15, 2024 from 5:00 PM to 8:00 PM including Waiving of Fees and Charges**
- ii. Kendall County 23rd Judicial Circuit Court Services - Employee Event - Wednesday, July 17, 2024 from 8:00 am to 4:30 pm at Hoover Forest Preserve - Meadowhawk Lodge including Waiving of Fees and Charges**

Commissioner Shanley made a motion to approve the Special Use Permit for the Kendall County Planning, Building, and Zoning - Historic Preservation Committee - Pickerill Estate House Monday July 15, 2024 from 5:00 PM to 8:00 PM including waiving of fees and charges, and the Special Use Permit for the Kendall County 23rd Judicial Circuit Court Services - Employee Event - Wednesday, July 17, 2024 from 8:00 AM to 4:30 PM at Hoover Forest Preserve - Meadowhawk Lodge including waiving of fees and charges. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**b) MOTION: Approval to Forward the 2024-2025 Bow Hunt Program Handbook and Fees and Charges to Commission for Approval**

Commissioner Rodriguez made a motion to forward the 2024-2025 Bow Hunt Program Handbook and Fees and Charges to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

**c) MOTION: Approval to Forward the Hoover and Baker Woods Roofing Projects Contract (Contract No. 24-06-001) to Commission for Approval**

Commissioner Bachmann made a motion forward the Hoover and Baker Woods Roofing Projects Contract (Contract No. 24-06-001) to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

Commissioner Rodriguez left the meeting room at 5:22 pm. Quorum was lost, meeting was temporary adjourned. Commissioner Rodriguez re-entered the meeting room at 5:24 pm. Quorum was restored, meeting adjourned at 5:24 pm.

**d) MOTION: Approval to Forward the 2024 Hoover Well Pump Replacement and Installation Project Contract (Contract No. 24-06-002) to Commission for Approval**

DRAFT FOR COMMISSION APPROVAL: 08-07-24

Commissioner Shanley made a motion to forward the 2024 Hoover Well Pump Replacement and Installation Project Contract (Contract No. 24-06-002) to Commission for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

**e) MOTION: Approval of a Motion to Forward an Increase to the District's Assigned Fee Percentage for All Credit Card Payments from 2.5% of the Total Fees and Charges to 3.5% of the Total Fees and Charges Assigned Effective December 1, 2024 to Commission for Approval**

Commissioner Shanley made a motion to forward an increase to the District's assigned fee percentage for all credit card payments from 2.5% of the total fees and charges to 3.5% of the total fees and charges assigned effective December 1, 2024 to Commission for approval. Aye, all. Opposed, none.

**X. Other Items of Business**

**a) YMCA/Kendall County Law Enforcement Agencies LEAD Program Highlights**

Environmental Education and Outreach Manager Wiencke provided an overview and video of the YMCA/Kendall County LEAD program day at Harris Forest Preserve with the District's Education Department.

**b) 2024 Nature Quest Summer Camp Highlights**

Environmental Education and Outreach Manager Wiencke provided an overview of the District's Nature Quest Summer Camp with thanks extended to partnering agencies.

**c) EpiPen Prescription Renewals**

Environmental Education and Outreach Manager Wiencke presented a report and plan to purchase EpiPens for the District's Education Department.

**d) FY25 Preliminary Operation Fund (Fund 1900) Budget Discussion**

Acting Executive Director White provided an overview of the FY25 preliminary Operation Budget.

**e) Cured-in-Place Pipe (CIPP) Sewer Main Lining at Hoover Forest Preserve - Bid Announcement**

Acting Executive Director White provided updates on the bid announcement for a CIPP sewer main lining at Hoover Forest Preserve.

**XI. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)**

No new Committee business.

**XII. Public Comments**

No public in attendance offered comments.

**XIII. Executive Session**

Commissioner Shanley made a motion to enter executive session at 5:27 pm under 2(c)1 to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Seconded by Commissioner Peterson. Aye, Commissioner Bachmann, DeBolt, Koukol, Peterson, Rodriguez, Shanley, and Wormley. Opposed, none.

Commissioner Koukol made a motion to adjourn executive session at 5:35 pm. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

**XIV. Summary of Action Items**

Acting Executive Director White provided a summary of action items to be presented to Commission for approval.

**XV. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Meeting adjourned at 5:37 pm.

Respectfully submitted,

Antoinette White  
Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
JULY 16, 2024**

**I. Call to Order**

President DeBolt called the meeting to order at 9:58 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

**III. Invocation**

An invocation was offered at the start of the Kendall County Board Meeting.

**IV. Roll Call**

X	Bachmann	X	Koukol
X	DeBolt		Peterson
X	Flowers		Rodriguez
X	Gengler	X	Shanley (entered at 9:59 am)
X	Kellogg	X	Wormley

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Wormley, and DeBolt were all present.

Commissioner Shanley entered the meeting at 9:59 am.

**V. Approval of Agenda**

Commissioner Koukol made a motion to approve the agenda as presented. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Commission Meeting of June 18, 2024
- Kendall County Forest Preserve District Finance Committee Meeting of June 27, 2024

**B. MOTION: Approval of Claims in the Amount of \$47,752.71 (063024F) and \$50,413.16 (071524F)**

**C. MOTION: Approval of a Software Upgrade Proposal from DaySmart Recreation of Ann Arbor, Michigan with an Effective Annual Subscription Date of August 1, 2024, and First-Year Annual Subscription Fee of \$5,400.00**

- D. **MOTION:** Approval of the 24-25 CWD Bow Hunt Program Manual, Including an Initial Registration Period Beginning July 29, 2024 for Prior Year Permit Holders Only, Open Registration for Kendall County Residents Only Beginning August 5, 2024, Open Registration for Out-of-County Residents Beginning August 12, 2024, with Program Registration Closed after August 16, 2024, a Program Capacity Limit of 85 Full Season Permits with a Kendall County Resident Permit Fee of \$260.00 (\$75.00 for an Invited Resident 2-Weekend Guest Pass) and \$360.00 Non-Resident Permit Fee (\$125.00 for an Invited Non-Resident 2-Weekend Guest Pass)
- E. **MOTION:** Approval of Contract No. 24-06-001 with TKO Roofing and Siding of Yorkville, Illinois for the 2024 Roof Replacements and Building Re-Sealing Project for the “Old Shop” at Hoover Forest Preserve and Ellis House at Baker Woods Forest Preserve for the Base-Bid Amount of \$78,341.00 plus \$1,100.00 for Add Alternate #1 Roof Window Replacement for a Total Contract Amount Not-to-Exceed \$79,441.00
- F. **MOTION:** Approval of Contract No. 24-06-002 with Great Lakes Water Resource Group, Inc. of Joliet, Illinois for the 2024 Hoover Well Pump Replacement Project at Hoover Forest Preserve in the Amount of \$38,548.00
- G. **MOTION:** Approval of an Increase of the District’s Assigned Credit Card Payment Transaction Fees from 2.5% to 3.5% effective December 1, 2024

Commissioner Shanley entered the meeting at 9:59 am.

Commissioner Koukol made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Bachmann.

Motion: Commissioner Koukol					
Second: Commissioner Bachmann					
<b>Roll call: Consent Agenda</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann	X		Koukol	X	
DeBolt	X		Peterson		
Flowers	X		Rodriguez		
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

*No items posted for consideration.*

**X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)**

No new Committee updates.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

Notice of Meeting Cancellation:

Kendall County Forest Preserve District Commission Meeting - Tuesday, August 6, 2024 @ 6:00 PM

**XIV. Adjournment**

Commissioner Bachmann made a motion to adjourn. Seconded by Commissioner Flowers.  
Aye, all. Opposed, none. Meeting adjourned at 10:03 am.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES  
JULY 25, 2024**

**I. Call to Order**

Chairman Wormley called the meeting to order at 4:04 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

**II. Roll Call**

	Bachmann		Koukol
X	DeBolt	X	Peterson
	Flowers		Rodriguez
	Gengler	X	Shanley (entered at 4:06 pm)
X	Kellogg	X	Wormley

Commissioners DeBolt, Kellogg, Peterson, and Wormley were all present.

Commissioner Shanley entered the meeting at 4:06 pm.

**III. Approval of Agenda**

Commissioner DeBolt made a motion to approve the agenda as presented. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**IV. Public Comments**

No public comments were offered from citizens present.

**V. Motion to Forward Claims to Commission for Approval**

Commissioner Peterson made a motion to forward claims to Commission. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

**VI. Review of Financial Statements for the Period Ending June, 2024**

Executive Advisor Guritz presented the District’s preliminary financial statements through June 30, 2024. The District is on track to meet budget expectations for the year.

Commissioner Shanley entered the meeting at 4:06 pm.

**OLD BUSINESS**

**A. Ohio Valley Acquisition LLC – TC Energy Proposed Easements – Status Report**

Executive Advisor Guritz presented an update from Ohio Valley Acquisition, with Ohio Valley’s revised proposal.

DRAFT FOR COMMISSION APPROVAL: 08-07-2024

Finance Committee discussed the proposal Ohio Valley proposal in terms of the District's ordinance.

Finance Committee Chair Wormley noted that TC Energy would be holding at FERC meeting at the Yorkville Public Library on August 6<sup>th</sup>, at 4 pm.

Commissioner DeBolt left the meeting at 4:12 pm and returned to the meeting at 4:14 pm.

**B. Henneberry Forest Preserve Maintenance Access Drive – Progress Updates**

Executive Advisor Guritz reported that Chad Feldotto with Oswegoland Park District stated that the Oswegoland Park District is still in discussion the acceptance of the trail.

**C. Unemployment Claims Expense Coding – Auditor's Response**

Executive Advisor Guritz present the Auditor's response that as long as the category does not exceed budget, the budget does not need to be amended.

**D. FY25 Preliminary Operating Fund (Fund 1900) – Updated Draft**

Executive Advisor Guritz reported no new updates to the FY25 Preliminary Operating Fund draft.

**E. MOTION: Approval of a Motion to Forward Finance Committee Recommendations for Illinois Fund Deposits for Fund 1900 (Operating Fund); 1910 (Land Cash Fund), and 1911 (Liability Fund)**

Commissioner Peterson made a motion to forward the recommendations for Illinois Fund Deposits for Fund 1900 (Operating Fund); 1910 (Land Cash Fund), and 1911 (Liability Fund) to the Committee of the Whole for review. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

Commissioner DeBolt left the meeting at 4:32 pm.

**NEW BUSINESS**

**A. Hoover Forest Preserve Cured-in-Place Pipe (CIPP) Sewer Main Lining Project – Final Bid Announcement and Bid Documents**

Executive Advisor presented the final bid documents and bid announcement for the CIPP project.

Commissioner Kellogg made a motion to forward Hoover Forest Preserve Cured-in-Place Pipe (CIPP) Sewer Main Lining Project – Final Bid Announcement and Bid Documents to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

Commissioner DeBolt returned to the meeting at 4:37 pm.

**B. Upland Design LTD Proposal - Design, Development, and Construction Oversight for the Hoover-Fox River Bluffs Trail Connection Project**

No updates.

**C. Prairie Archaeology & Research, LTD Phase II Archeological Survey Proposal**

Executive Advisor Guritz presented a proposal from Prairie Archaeology & Research, LTD Phase II for an archeological survey proposal.

Commissioner Kellogg made a motion to forward a proposal from Prairie Archaeology & Research, LTD Phase II for an archeological survey proposal to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

**D. Hoover and Fox River Bluffs Forest Preserve Hoover – Fox River Bluffs Forest Preserves - Proposed Voluntary Habitat Restoration Projects**

Executive Advisor Guritz presented updates on potential habitat restorations projects.

**E. Innovative Underground Proposal – Drain Tile Relocation and Utility Marking Proposal – Subat Forest Preserve Highway Grading and Natural Areas Restoration Project**

Executive Advisor Guritz presented a drain tile relocation and utility marketing proposal for work at Subat Forest Preserve.

Finance Committee provided direction to approval the proposal.

**Other Items of Business**

**A. Mary M. Subat Nature Center Project – Process for Review and Approval of Change Orders**

**B. Mary M. Subat Nature Center – Ground Breaking Event – Thursday, August 15 at 3:00 PM (Tentative)**

Executive Advisor Guritz presented the process of presenting change orders for the Mary M. Subat Nature Center project.

**C. Baker Woods Forest Preserve – 50/50 Hay Crop Updates**

Executive Advisor Guritz presented an update that the 50/50 hay at Baker Woods Forest Preserve was cut.

**VII. Public Comments**

No public comments were offered from citizens in attendance.

**VIII. Executive Session**

None.

**IX. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

Meeting adjourned at 4:56 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

# Claims Listing

7/24/2024 10:47:38 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1323	MENARDS	2915	Residue remover, brush set, hardware, lubricant	19001162	68580	\$38.16
						<b>Sub-Total</b>	<b>\$38.16</b>
					<b>Ellis Grounds</b>	<b>Total</b>	<b>\$38.16</b>
Ellis House	4762	WATCH COMMUNICATIONS	1405336073124	Ellis Internet Services	19001160	62270	\$108.49
						<b>Sub-Total</b>	<b>\$108.49</b>
Ellis Other Rentals	1323	MENARDS	1597	Toilet paper, hardware, dish soap, cleaner	19001160	68580	\$82.93
	1323	MENARDS	2866	Diesel Canister, lightbulbs, weed killer	19001160	68580	\$63.77
	1323	MENARDS	2985	Paper towels, flood light, wood floor cleaner	19001160	68580	\$58.84
						<b>Sub-Total</b>	<b>\$205.54</b>
					<b>Ellis House</b>	<b>Total</b>	<b>\$314.03</b>
Ellis Other Rentals	4860	THERESA WEDESKY	24-00168	Ellis Sec Dep Refund	19001169	63040	\$135.00
						<b>Sub-Total</b>	<b>\$135.00</b>
					<b>Ellis Other Rentals</b>	<b>Total</b>	<b>\$135.00</b>

<b>Ellis Weddings</b>									
3131	GROOT INC	12692725T102	Waste & Recycling Services	19001168	63070	Refuse Pickup		\$107.73	
				<b>Ellis Weddings</b>		<b>Sub-Total</b>		<b>\$107.73</b>	
						<b>Total</b>		<b>\$107.73</b>	
3380	AMAZON CAPITAL SERVICES	1QGQ-3MW6-RMGG	Various Supplies-Education Dept	19001179	63030	Program Supplies		\$34.93	
						<b>Sub-Total</b>		<b>\$34.93</b>	
				<b>Environ. Educ. Other Pblc Prg</b>		<b>Total</b>		<b>\$34.93</b>	
3380	AMAZON CAPITAL SERVICES	1QGQ-3MW6-RMGG	Various Supplies-Education Dept	19001178	63030	Program Supplies		\$144.42	
3380	AMAZON CAPITAL SERVICES	1QNY-T4RT-VXP1	Various Supplies-Education Dept	19001178	63030	Program Supplies		\$53.97	
						<b>Sub-Total</b>		<b>\$198.39</b>	
				<b>Environmental Educ. Natrl Beg.</b>		<b>Total</b>		<b>\$198.39</b>	
3380	AMAZON CAPITAL SERVICES	1QGQ-3MW6-RMGG	Various Supplies-Education Dept	19001177	63030	Program Supplies		\$152.44	
3380	AMAZON CAPITAL SERVICES	1QNY-T4RT-VXP1	Various Supplies-Education Dept	19001177	63030	Program Supplies		\$47.97	
						<b>Sub-Total</b>		<b>\$200.41</b>	
				<b>Environmental Education Camps</b>		<b>Total</b>		<b>\$200.41</b>	

<b>Forest Preserve Director</b>	1020	ILLINOIS STATE POLICE SERVICES FUND	20240605718	Background Check	190011 62000	Office Supplies	\$10.00
						<b>Sub-Total</b>	<b>\$10.00</b>
	21	ADS, INC	147996073124	Alarm Monitoring-Ellis	190011 62150	Contractual Services	\$391.62
	84	ARTLIP AND SONS INC	211379	MHL A/C Repairs	190011 62150	Contractual Services	\$1,261.00
						<b>Sub-Total</b>	<b>\$1,652.62</b>
	1827	UPLAND DESIGN LTD	23-1230-01	Fox River RTP Grant App Assistance	190711 66500	Miscellaneous Expense	\$6,381.00
						<b>Sub-Total</b>	<b>\$6,381.00</b>
					<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$8,043.62</b>
	3131	GROOT INC	12692725T102	Waste & Recycling Services	19001183 63070	Refuse Pickup	\$343.33
						<b>Sub-Total</b>	<b>\$343.33</b>
1452	NICOR	85662610121073 124	Nicor Millbrook S	19001183 63090	Natural Gas	\$144.75	
1452	NICOR	87946110001073 124	Nicor Harris	19001183 63090	Natural Gas	\$83.08	
					<b>Sub-Total</b>	<b>\$227.83</b>	
1323	MENARDS	2910	Tarp strap, gloves, cleaners, wrench	19001183 63110	Shop Supplies	\$66.32	
					<b>Sub-Total</b>	<b>\$66.32</b>	

**Grounds and Natural  
Resources**

Grounds and Natural Resources		678	GRAINCO FS, INC.	75039003	Herbicide	19001183 68530	Preserve Improvements	\$73.33
							<b>Sub-Total</b>	<b>\$73.33</b>
							<b>Grounds and Natural Resources</b>	<b>\$710.81</b>
<b>Hoover</b>								
3603	NANCY ELLEN	23-00406073124	Balance due from sec dep refund-MHL	19001171 63040	Security Deposit Refund			\$30.00
4857	FIELD MUSEUM	24-00204	Kingfisher Sec Dep Refund	19001171 63040	Security Deposit Refund			\$100.00
4859	MODESTO FAVELA	24-00139	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund			\$242.50
4864	NASTARSHAIA MAYES	24-00230	Kingfisher Sec Dep Refund	19001171 63040	Security Deposit Refund			\$100.00
							<b>Sub-Total</b>	<b>\$472.50</b>
1452	NICOR	22827083027073 124	Nicor Hoover Shop	19001171 63090	Natural Gas			\$48.12
1452	NICOR	23336698297073 124	Nicor Rookery	19001171 63090	Natural Gas			\$52.62
1452	NICOR	24614203628073 124	Nicor Blazing Star	19001171 63090	Natural Gas			\$44.63
1452	NICOR	28235299733073 124	Nicor Moonseed	19001171 63090	Natural Gas			\$49.82
1452	NICOR	30831034894073 124	Nicor Kingfisher	19001171 63090	Natural Gas			\$49.82

<b>Hoover</b>	1452	NICOR	50980197128073 124	Nicor Meadowhawk Lodge	19001171 63090	Natural Gas	\$52.79
	1452	NICOR	72389374124073 124	Nicor Hoover Residence	19001171 63090	Natural Gas	\$29.89
	1452	NICOR	88551401149073 124	Nicor Hoover Maintenance	19001171 63090	Natural Gas	\$46.87
						<b>Sub-Total</b>	<b>\$374.56</b>
	2047	COMED	04740380000731 24	ComEd Hoover Multiple	19001171 63100	Electric	\$949.54
	2047	COMED	05073970000731 24	ComEd Hoover Bathroom	19001171 63100	Electric	\$89.40
	2047	COMED	98378312220731 24	ComEd Hoover Residence	19001171 63100	Electric	\$96.78
						<b>Sub-Total</b>	<b>\$1,135.72</b>
	84	ARTLIP AND SONS INC	211385	MHL Expansion Valve Installation	19001171 63120	Building Maintenance	\$1,217.00
	1323	MENARDS	2285	Screws	19001171 63120	Building Maintenance	\$27.96
	1323	MENARDS	3344	Door closer, vent pipe, sealant	19001171 63120	Building Maintenance	\$46.29
	1323	MENARDS	3359	Ceiling Tile	19001171 63120	Building Maintenance	\$41.12
						<b>Sub-Total</b>	<b>\$1,332.37</b>
					<b>Hoover</b>	<b>Total</b>	<b>\$3,315.15</b>
<b>Pickerill - Pigott</b>	4856	KELLY LEONARD	24-00215	Pickerill Sec Dep Refund	19001184 63040	Security Deposit Refund	\$315.00
						<b>Sub-Total</b>	<b>\$315.00</b>



**Pickerill - Pigott**

4631	GRNE NELNET HOLDCO 2023 LLC	CI-000368757	Pickerill Solar	19001184 63100	Electric	\$307.92
					<i>Sub-Total</i>	<b>\$307.92</b>
				<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$622.92</b>
					<b>Grand Total</b>	<b>\$13,721.15</b>

**Joseph Craig**  
Archaeologist



July 25, 2024

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

*RE: Professional Service Proposal  
Phase II Cultural Resource Evaluation and Report  
Archaeological Site 11KE829  
Hoover Forest Preserve  
Kendall County, Illinois*

**Dear Mr. Guritz:**

Prairie Archaeology & Research is pleased to submit this Professional Services Proposal to conduct a Phase II cultural resource significance evaluation for the directly impacted portions of prehistoric archaeological site 11KE829 which is located within the Hoover Forest Preserve. The following presents the proposed scope of services and deliverables, the costs to complete the investigation, and the schedule to complete the project.

#### ***SCOPE OF SERVICES***

Prairie Archaeology & Research archaeologists will conduct a Phase II Cultural Resource Evaluation for National Register of Historic Places (NRHP) inclusion and an assessment of adverse impact to significant cultural deposits for the portion of archaeological site 11KE829. This evaluation and assessment will be confined to only the portions of the resource directly affected by the proposed trail and other improvements funded through the OSLAD grant administered and awarded by the Illinois Department of Natural Resources (IDNR).

The following presents a work plan to investigate and evaluate the impacted areas of the referenced archaeological site to determine if those portion of the site impacted by the proposed granted project meets the criteria for inclusion on the National Register of Historic Places (NRHP) and to ascertain if the proposed funded activity will result in an “adverse impact” to significant archaeological resources.

This proposal is divided into the following sub-tasks: Pre-Field Investigations Coordination and Literature Review, Archaeological Field and Laboratory Methods, and Cultural Resources Evaluation Report.

## ***SCOPE OF WORK***

### **Task 1: Pre-Field Investigations Coordination and Literature Review**

Field investigations and reporting requirements will be coordinated with the Illinois Department of Natural Resources. The goal of early coordination is to receive concurrence with the regulatory agency in regard to field methods, laboratory methods, and data analyses prior to the implementation of field studies. In addition, a literature review of previous research conducted within or near the project area will be made before beginning fieldwork. Pre-field investigations will have three objectives: 1) to summarize the geomorphological, environmental, and cultural history of the area as they pertain to the evaluation of resources; 2) to summarize previous archaeological investigations; and 3) to a context within which the potential for inclusion on the National Register of Historic Places results of investigations can be assessed.

### **Task 2: Archaeological Field and Laboratory Methods**

The proposed scope of the Phase II Cultural Resource Evaluation conforms to the recommendations of the Illinois Department of Natural Resources Historic Preservation Program.

Close Interval Screened Shovel Test: Close interval screened shovel probe excavations will be conducted within the APE of the site. Shovel probes will consist of the excavation of systematically placed holes at 5- to 10-meter intervals. Holes will measure about 30 centimeters in diameter. Soil will be passed through a 1/4-inch mesh screen. The objective of the screened shovel probes is to pinpoint areas of high artifact concentrations that may indicate the location of intact midden or subsurface cultural features.

Hand Excavations: Investigators will excavate a limited number of 1-meter by 2-meter test units will be dispersed across the Area of Potential Effect (APE) within the site area. If possible these test units will be placed in areas of greatest integrity and highest or higher than average artifact density, as determined by the results of the close interval systematic screened shovel probe excavations. Units will be hand excavated and screened through ¼ -inch mesh to identify and recover artifacts. Units will be excavated in 10 cm levels below the ground surface. Test units will be excavated until cultural sterile pre-Holocene deposits are encountered (typically 20 to 30 cm below the surface). At the base of each level, the unit floor will be scraped and observed for indications of cultural deposits. Diagnostic artifacts or features will be documented on standardized unit-level forms. Artifacts recovered from the units will be bagged and issued a catalog number. Bags will be

labeled with the project name, site number, unit number, catalog number, date, and name of the collector.

Cultural Deposit Excavations. If intact cultural deposits are identified, they will be assigned a number, mapped in plan view, and plotted on the site map. A representative sample of intact deposits or features will be cross-sectioned and excavated. Soil excavated from the deposit will be passed through a ¼-inch mesh screen. Artifacts recovered from the cultural deposit will be bagged and issued a catalog number. Bags will be labeled with the project name, site number, feature number, catalog number date, and name of the excavator. A profile of the deposit will be drawn and recorded. As required by the Illinois Department of Natural Resources, a 5 to 10-liter soil sample will be retained and processed to detect the presence of macro floral and faunal remains.

Site Mapping. Hand-excavated units and cultural deposit excavations will be plotted and recorded on the final site plan maps prepared for the report.

Photography. Digital photographs will be taken of the site, excavated units, cultural deposits, and selected artifacts. Representative photographs will be included in the final report.

Laboratory Methods. All cultural material recovered during investigations and greater in age than 50 years, will be washed, sorted, and labeled. The objectives of cultural material analyses are: 1) to provide a tabulation and description of the artifacts; 2) to interpret these materials as indicators of activities conducted at the site by prehistoric and historic inhabitants; and 3) to provide a general chronological framework for site occupation. If human remains are recovered, then standard bio-anthropological analyses will be conducted. The level of analyses will be determined by the completeness and condition of remains. All cultural material collected during cultural resource investigations will be curated at the Illinois State Museum's Research and Collections Center in Springfield, Illinois.

### **Task 3: Cultural Resources Investigation Report**

The results of the Phase II Cultural Resources Evaluation for the site will be submitted to the client in a format acceptable to the Illinois Department of Natural Resources. Following client approval, the Cultural Resources Investigation Report will be submitted to the IDNR for review and comment.

### ***COSTS***

The total cost to complete field excavations and the NRHP evaluation for archaeological site 11KE829 will be a fixed fee not to exceed \$14,720.00.

### ***SCHEDULE***

Prairie Archaeology & Research would be able to initiate investigations during late August or September of 2024. The draft report will be submitted within 15 business days following the completion of the fieldwork for client review. The final version of the report will be submitted to the client within 5 business days from the completion of the client's and agency's review of the draft report. With the approval of the client, standard archaeological resource reporting forms will be completed and submitted to the Illinois State Museum for approval prior to completing the final report.

Following your review and approval, PAR can initiate activities on your verbal authorization. And again, thank you for allowing PAR the opportunity to submit this proposal and please contact me at 217.544.4881 if you have any questions.

*Prairie Archaeology & Research, Ltd.*

A handwritten signature in black ink, appearing to read "Joe Craig". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Joe Craig  
Archaeologist

RIGHT-OF-ENTRY PERMIT

Owner            Kendall County Forest Preserve District  
Route            Eldamain Road  
County           Kendall  
Parcel No.      N/A  
P.I.N. No.      01-36-200-022  
Section         N/A

It is to the mutual benefit of the Kendall County Highway Department (“Highway Department”) and the undersigned that the Highway Department be given the right to enter upon the property of the undersigned attached as Exhibit A.

Now, therefore, the undersigned, being the President of the Kendall County Forest Preserve District, and having authority to grant a right of entry to certain real estate owned by the District; said real estate located at, or identified in the County tax record as PIN number 01-36-200-022, grants to the Highway Department, State of Illinois, for its use and use of others designated by it, the right and privilege to enter upon said real estate to perform work as shown in the aerial exhibit attached as Exhibit B.

Said regrading work is to be performed in a good and workmanlike manner, and the expense thereof to be assumed by said Highway Department, or by mutual agreement as to the prescribed distribution of costs described herein.

It is also agreed that the premises will be left in a neat and presentable condition upon completion of work indentified in Exhibit B.

This permit shall expire upon completion of the highway-related work, or December 31, 2024, whichever is sooner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

*(Signature)*

Brian DeBolt – President of KCFPD

*(Name & Title)*

**Exhibit A**  
Legal Description

Owner Kendall County Forest Preserve District  
Route Eldamain Road  
County Kendall  
Parcel No. N/A  
P.I.N. No. 01-36-200-022  
Section N/A

That part of the Northeast Quarter of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian, Kendall County, IL being described as follows:

Beginning at the Northeast corner of said Section 36; thence westerly along the North line of the Northeast Quarter of Section 36, 150.00 feet; thence southerly at a 90° angle, turned clockwise from the last described course, 150.00 feet; thence easterly at a 90° angle, turned clockwise from the last described course, 150.00 feet to the east line of Section 36; thence northerly along said East line to the Point of Beginning in the Township of Little Rock, Kendall County, Illinois.

Said parcel containing approximately 0.52 acre, more or less, of which 0.12 acre, more or less has been previously dedicated or used for highway purposes.







**EXHIBIT B**

Henker-Beck Farms

Existing Concrete Box Culvert

Eldamain Road

Eldamain Road

Manhole

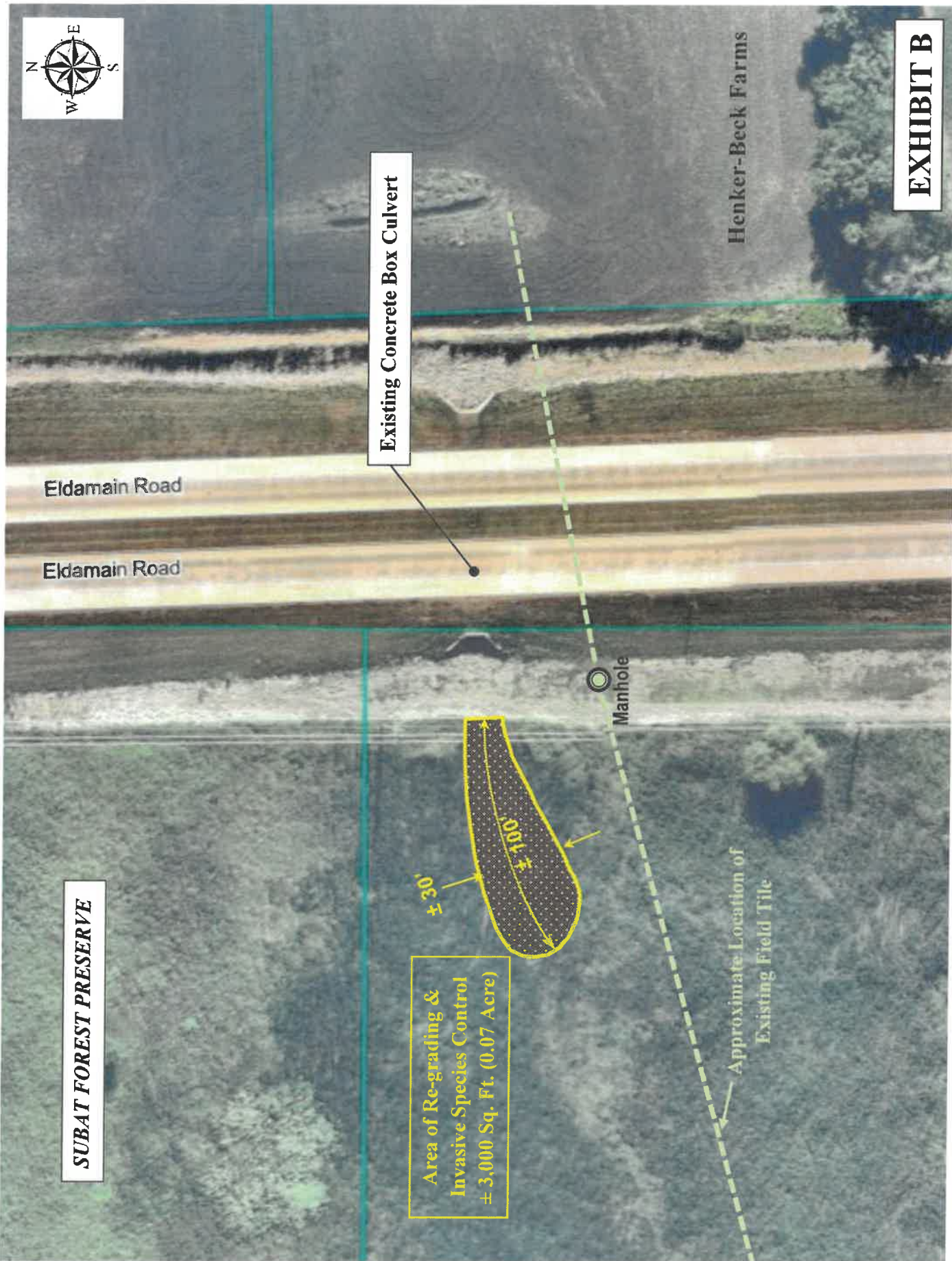
**SUBAT FOREST PRESERVE**

Area of Re-grading &  
Invasive Species Control  
± 3,000 Sq. Ft. (0.07 Acre)

± 30'



Approximate Location of  
Existing Field Tile







J&E Restorations  
720 N Bridge St.  
Unit B  
Yorkville, IL 60560  
(630) 296-7663

## Moonseed Pavilion Agreement

**OWNER(S)**  
Antoinette White

**CONTACT INFO**  
(630) 803-0432  
awhite@kendallcountyil.gov

**DATE**  
7/26/2024

**ADDRESS**  
11285 W. Fox Rd. Yorkville IL 60560

**REFERENCE**  
Contact# 1707  
Estimate#

**COMPANY REPRESENTATIVE**  
Andy Shaw

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### OUR MISSION

J&E Restorations is a veteran owned and operated business, seeking to deliver the highest standards of craftsmanship and customer service. We aim to design a customized plan to fit the needs of your home!

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**WORK DESCRIPTION AND SPECIFICATIONS:**

<p>STRUCTURAL REPAIR</p> <p>\$7,300</p>	<ul style="list-style-type: none"> <li>Per request from KCFP Staff, six (6), load-bearing 2" x 8" x 24' beams will be ordered from:             <ul style="list-style-type: none"> <li>FLAMEPROOF COMPANIES AND WOOD SPECIALTIES CORP.</li> </ul> </li> <li>J&amp;E Restorations installers will brace the existing structure at load-bearing points while conducting repairs on one side at a time to replace rotted beams</li> <li>SPAX 5/16 x 4" Power Lag screws will be utilized to keep the set of three beams together</li> </ul>
<p>RECOMMENDED SOFFIT ADDITION</p> <p>\$5,300</p>	<ul style="list-style-type: none"> <li>In order to prevent accelerated decay in the same, structurally supported locations, J&amp;E Restorations recommends the construction of a 24" soffit overhang added on to the existing structure.</li> <li>The soffit addition on each side will consist of 2" x 8" frame consisting of treated, framing lumber braced in one foot increments</li> <li>The soffit will be covered by matching corrugated, galvanized roof panels similar to the ones existing on the pavilion roof</li> </ul>
<p>PROJECT TIMELINE</p>	<ul style="list-style-type: none"> <li>Tentatively three to four (3-4) days for total construction time</li> <li>This does not include work stoppage awaiting an inspection from building officials Access to work area will be required between 7:30 AM and 5:00 PM each day Monday through Friday; if the work area is locked we would ask KCFP staff allow the area to be accessible when work is to start each day</li> <li>Work unfinished by end of work day each Friday will commence again the following Monday or closest business day after a holiday.</li> </ul>
<p>EXCLUSIONS &amp; DISCLAIMERS</p>	
<p>CLIENT RESPONSIBILITIES</p>	<ul style="list-style-type: none"> <li>We understand the forest preserve is a public facility, however, to ensure efficient completion of work timelines we ask the pavilion not be available to the public for rental use while J&amp;E Restorations is working to repair the structure</li> <li>Signature on this document includes agreement to these terms in addition to the scope of work</li> </ul>
<p>DEBRIS</p>	<ul style="list-style-type: none"> <li>Clean Up and haul away all job-related debris</li> </ul>
<p>TOTAL COST &amp; INSTALLATION PROCESS</p>	<ul style="list-style-type: none"> <li>\$12,600             <ul style="list-style-type: none"> <li>Total Cost</li> </ul> </li> <li>\$6,300             <ul style="list-style-type: none"> <li>Down Payment</li> </ul> </li> <li>Your sales representative will be in touch with you throughout the installation process and perform a final walk through when the job is complete.</li> <li>BY PROVIDING A DIGITAL SIGNATURE, THE HOMEOWNER AGREES TO THE SCOPE OF WORK WITHIN THE AGREEMENT INCLUDING ALL TERMS AND CONDITIONS PROVIDED BELOW</li> <li>SIGNATURE ALSO ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF CONSUMER RIGHTS DOCUMENTS AND CANCELLATION DOCUMENTS PROVIDED BY THE ATTORNEY GENERAL'S OFFICE OF THE STATE OF ILLINOIS</li> </ul>

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-N/A-

-N/A-

Signature area

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## TERMS & CONDITIONS

1. **Binding Contract:** The Estimate attached is subject to change or revocation by Contractor without notice prior to acceptance by the Owner. The Estimate together with these Terms and Conditions shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance. Estimates not accepted within thirty (30) days are null and void.
2. **Contractor:** Shall mean J & E Restoration LLC, an Illinois Limited Liability Company.
3. **Contract Price:** Shall mean the Estimate Price as accepted by the Owner and the Contractor as adjusted by any change orders.
4. **Payment of Funds and Deposits:** Except as otherwise agreed in writing between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the cash or credit card equivalents of the contract amount, according to the following schedule: 1/2 of the Contract Price plus the cost of any special order materials prior to the scheduling of work and the balance of the Contract Price upon completion.
5. **Late Payment / Service Charge:** Any funds owed greater than 30 days from completion of Work are subject to a service charge of 1.5% per month on the unpaid balance.
6. **Defects:** Owner understands that there may be existing defects which may not be discoverable until work has commenced. Unless specifically included in the work description and specifications, the cost for labor and materials to repair such hidden defects is not included in the Contract Price. Owner(s) and Contractor agree that the cost for labor and materials to repair such defects will be estimated in writing as needed at the time of discovery and, upon written acceptance, the cost for same will be in added to the Contract Price.
7. **Changes in Agreement:** This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s).
8. **Contractor Responsibilities:** Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.
9. **Work Schedule:** All specifications for the work, including material type and colors, must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control. The Owner acknowledges that the Work Schedule set forth above is an estimate of the time to complete the work. The time of actual completion will be affected by many factors including the reasonable delays set forth above. The Owner is not entitled to any discount and is not relieved of its obligation to make payments because the completion is delayed.
10. **Owner:** Shall mean the name(s) set forth in the attached estimate.
11. **Materials:** Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

12. **Safety:** In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and removed upon project completion. If powerlines are too close to the work area Contractor will contact the power company to, at the power company's discretion, either have the power lines covered with protective equipment or shut off while Contractor is performing work. Any costs and fees associated with power company's services shall be the responsibility of Owner(s). Contractor will endeavor to minimize any charges or inconveniences. Our main concern is the safety of our employees and we will take all/any precautions deemed necessary.
13. **Owner Responsibilities:** Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, nail pops, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, divots or ruts in yard from equipment, small divots in the driveway from equipment such as roll-off containers and dump truck. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.
14. **Building Permits:** If permit is required, this will be J&E Restoration's responsibility to obtain from Owner's county or municipality at Owner's cost.
15. **Contractor Workmanship Warranty:** Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. *Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.*
16. **Material Warranty:** Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty. In addition, Contractor does not warrant the material of items such as, but not limited to, caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items.
17. **Limitation of Liability:** Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount paid for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage of warping of wood or lumber, etc., or any other exclusions set forth in these Terms and Conditions. In no event, whether based upon contract, tort statute, warranty or other arising from or related to the work, services and material provided hereunder shall the contractor be liable for special, consequential or indirect damages, including but not limited to loss of use of the Property or lost profits. Contractors have agreed to this allocation of risk.
18. **Owner Insurance:** Owner(s) agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for itself.
19. **Contractor Insurance:** Contractor agrees to maintain liability insurance covering personal injury in an amount not less than what is required by law and insurance covering property damage caused by its work in an amount not less than what is required by law.
20. **Escalation clause for Specified Building Materials:** The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made.
21. **Service Calls:** Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates.
22. **Cancellation:** The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right.
23. **Attorney's Fees and Costs:** In the event that it is necessary for the Contractor to retain an attorney or collection service to collect any amount due under this Agreement or to enforce any other provision, then in that

event, in addition to all other amounts due, the Owner shall pay the Contractor its reasonable attorney's fees and other costs and expenses associated with such enforcement.

24. **Waiver of Jury Trial:** THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
25. **Venue and Choice of Law:** The sole and exclusive jurisdiction to resolve any dispute arises from or associated with this Agreement shall be in the Circuit Court of Kendall County, IL. Illinois law shall control with respect to all materials, including Choice of Law.
26. **Residential Work:** This contract incorporates the following documents: Notice of cancellation rights, home repairs, know your consumer rights pamphlet, waiver of jury and attorneys fees and venue notification, which are exhibits hereto. The Owner acknowledges receipt of these documents.
27. **Asbestos and other Toxic and Hazardous Materials:** This Agreement is based upon the Contractor not encountering any asbestos, toxic or hazardous materials. Any costs incurred as a direct or indirect presence of these materials shall be borne by the Owner. Further, Contractor shall be compensated for any and all costs and expenses incurred which are associated with such materials. Owner shall defend, indemnify, and hold the Contractor harmless from and against any liability, losses, claims, demands or other occurrences arising out of the presence of these materials.
28. **Warranties:** The express Warranties contained herein are in lieu of all other warranties, express or implied, including any warranties of merchantability, habitability, or fitness for a particular use or purpose. This limited warranty excludes consequential, incidental, and special damages and limits the duration of implied warranties to the fullest extent permissible under the state and federal law. Some states restrict limitations on various warranties, and so a consumer's rights under this warranty may vary. This limited warranty may not be verbally modified by any person. This limited warranty is governed by the laws of the State where the work was performed.
29. **Punch List:** Within seven (7) working days of the Completion Date, Contractor and Owner will jointly walk through the entire Project and create a Punch List of the remaining items of work to be completed. The Punch List will describe all the work Contractor and Owner agree needs to be completed to fulfill the conditions of this Contract. When Contractor has completed each item, Owner will initial those items on the Punch List, agreeing that they have been satisfactorily completed. When the terms of the original Contract along with any Change Orders and the final Punch List have been completed, this Project will be complete, and the final payment will be due and payable within three (3) calendar days. Any additional items that Owner may find after the Punch List has been completed will be dealt with only after the Contractor receives full and final payment. If Owner fails to make themselves available to compile the Punch List as outlined above, Owner accepts the Punch List that Contractor assembles, and Owner shall comply with the outstanding balance. If Owner fails to sign off on completed Punch List items without due cause and agreement by Contractor, then Owner will be in default of this agreement. Contractor and Owner will agree to and specify any deficiencies or delays regarding the Punch List and payments for those items on a Change Order on or before the completion date.
30. **Entire Agreement, Severability, and Modification:** This Agreement represents and contains the entire Agreement and understanding between the Parties. Prior discussions or verbal representations by Contractor or Owner that are not contained in this Agreement are not a party of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the Parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by Owner and Contractor.
31. **Construction and Interpretation.** Each provision of this contract shall be interpreted as if both Parties mutually drafted this Contract.