

**VILLAGE OF VERNON HILLS
ORDINANCE 2025-015**

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH BALANCED ENVIRONMENTS, INC. TO PERFORM SPECIALIZED LANDSCAPE MOWING AND MAINTENANCE OF VILLAGE PROPERTY FOR AN AMOUNT NOT TO EXCEED \$60,000

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is responsible for maintaining Village-owned properties and various Village rights of ways (ROW's); including lawn care and maintenance; and

WHEREAS, to do so efficiently and effectively, the Village contracts specialized landscape mowing and maintenance services for six locations throughout the Village; and

WHEREAS, Ordinance 2021-040 awarded a three-year contract to Balanced Environments, Inc. for Specialized Mowing of Village Property from 2021-2023; with the option to renew said contract two additional years; and

WHEREAS, Balanced Environments agreed to renew said contract for the 2025 season for an amount of \$55,981; and

WHEREAS, Staff is including a contingency amount for additional expenses as needed beyond the base contract amount for unexpected weather conditions; and

WHEREAS, funds have been delineated in FY2026 budget accounts (0106047-520600) and (0106081-520600) for contractual mowing and landscape services; and

WHEREAS, the Village desires to extend the contract with Balanced Environments, Inc. to provide specialized mowing and landscaping for the 2025 season for an amount not to exceed \$60,000.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents with Balanced Environments, Inc. to extend the contract for specialized mowing and landscape maintenance for the 2025 season.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Balanced Environments, Inc. within Fiscal Year 2026 for an amount not to exceed \$60,000.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2025-015.

Dated the 18th of February, 2025.

Adopted by roll call votes as follows:

AYES: 6 – Schenk, Marquardt, Forster, Oppenheim, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka


Roger L. Byrne, Village President

PASSED: 02/18/2025

APPROVED: 02/18/2025

ATTEST: 02/18/2025


Kevin Timony, Village Clerk



**Village of Vernon Hills
CHANGE ORDER 2**

Order No. 002
Date: 2/27/2025
Agreement Date: 4/06/2021

PROJECT: Specialized Mowing of Village Property
OWNER: Village of Vernon Hills
CONTRACTOR: Balanced Environments, Inc.

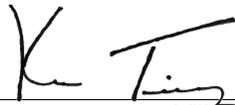
The following changes are hereby made to the **AGREEMENT**:

1. ADD contract extension and price agreement proposal as attached.
-
-

Change to CONTRACT PRICE: \$ 55,981

Original BASE CONTRACT PRICE:	<u>\$ 53,834</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	<u>\$ 212,183.86</u>
Total change in CONTRACT PRICE for this CHANGE ORDER	<u>\$ 55,981</u>
The CONTRACT PRICE including this CHANGE ORDER will be (2021, 2022, 2023, 2024 & 2025 totals combined)	<u>\$ 268,164.86</u>

Original Date for Contract Completion	<u>12/31/2023</u>
Time Extension (in calendar days)	<u>365 days</u>
Modified Date for Contract Completion	<u>12/31/2025</u>

Approved by (Owner):  3/12/2025
Date
Village of Vernon Hills

Accepted by (Contractor):  3/11/25
Date
Balanced Environments, Inc.



Landscape Management Agreement

Village of Vernon Hills Master (Multiple Locations)

Prepared by
Frank Swearingen

Date: 1/30/2025

Client Address:

Josh Hansen
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039

Site Address:

Village of Vernon Hills Master (Multiple Locations)

Vernon Hills, IL 60061

The following Balanced Environments, LLC (BEI) landscape management program has been developed to promote the healthy growth of plant material and to create the landscape environment needed to protect and improve your original landscape investment. As part of our commitment to this goal, we will provide continuous on-site quality control with the assurance of timely updates on conditions relating to your overall landscape. We believe you will find our landscape management program to be the most service and quality oriented available. Professionally trained and supervised personnel shall perform all work in a manner to reflect the most up-to-date and generally accepted horticulture practices.

Base Maintenance

Spring Clean up

A general clean-up of landscape beds and turf areas shall be performed in the spring for the purpose of removing all trash (papers, cans, etc.) and landscape plant debris. Tree and landscape beds with existing defined spade edge will be re-edged or re-defined (if applicable) and pre-emergent weed control applied in early spring to deter germination. If no existing bed edge exists a separate proposal can be submitted outside this agreement.

Bed & Tree Ring Spade Edging, Pre-emergent, & Fertilizer

Tree and landscape beds with an existing defined spade edge will be re-edged or re-defined (if applicable) and pre-emergent weed control applied in early spring to deter germination. If no existing bed edge exists a separate proposal can be submitted outside this agreement.

Standard Services

1. All turf areas and planting beds shall be policed for debris prior to each mowing. Debris resulting from the client's normal business operations, (i.e. cigarette butts or Styrofoam packing materials) accumulated prior to the signing of this contract may incur additional expenses. This proposal is based upon mowing services to begin May 1st. Additional mowing(s) may be performed prior to May 1st upon client request and approval and will be invoiced separately.
2. Turf grass shall be cut no more than once weekly to remove no more than 1/3 of the grass blade and ensure a height between 2 1/2" and 3 1/2", according to generally accepted horticultural practices. Mowing frequency may vary depending on temperature, precipitation, and other unforeseen weather factors. All mowers shall have blades kept in a clean and sharp condition to avoid tearing the grass blade. When possible, mowing patterns will be alternated on a weekly basis.
3. Turf clippings that fall onto planting beds, walkway, or driveways, shall be restored to

the turf area. Balanced Environments, LLC reserves the right to designate areas where grass clippings are to be collected. If requested, weekly collecting of clippings shall incur an additional expense.

4. Turf grass adjacent to vertical surfaces such as: buildings, posts, and fences shall be trimmed to ensure a consistent height on a weekly basis. Perimeters of all turf areas adjacent to sidewalks or curbing shall be line trimmed or edged to remove turf encroaching onto the paved surface.
5. Curb lines, sidewalks (within 5ft of landscaped areas), cobblestone and gravel beds (excluding parking lots) shall be maintained in a weed free condition. Broadleaf weeds in all turf areas shall be treated with post-emergent liquid spray application(s).
6. Post-emergent weed control and/or hand weeding will be performed to control subsequent weed growth.
7. Ornamental plant materials shall be fertilized once per season with a granular plant fertilizer incorporated into existing beds.
8. All trees, shrubs, groundcovers, and evergreens shall be monitored to detect if any insect or disease problems are present. Recommendations for treatments will be quoted separately and performed with client approval.
9. All perennial beds shall be kept in a weed-free manner. Perennials and ornamental grasses shall be cut back once per season (spring or fall).
10. Material Data Safety sheets are available upon request.

Pruning

1. All previously maintained trees (up to fifteen feet in height) shall be pruned once which constitutes removal of broken, diseased, or dead branches. Branching in excess of 1" diameter is not included in this agreement and can be removed or pruned at an additional cost.
2. All deciduous shrubs, evergreens, and groundcovers shall be pruned following correct horticultural practices to maintain a consistent height and shape. Flowering plants shall be pruned to maximize individual flowering potential. Dormant and rejuvenation pruning can be performed at an additional cost.

Fall Clean Up

A general clean-up of landscape beds and turf areas shall be performed in the fall for the purpose of removing leaves, cut back of appropriate perennial material and landscape plant debris. Fall cleanup consists of two visits in the month of November.

Turf Care

Fertilization & Pre-Emergent Weed Control Round 1

Our turf fertilization program includes a premium grade slow-release fertilizer applied once per season. Timing and rate of this application shall be adjusted to meet horticultural conditions and contain a one hundred percent (100%) slow-release formula. This application shall contain a pre-emergent herbicide to deter crab grass and weed seed germination. Post-emergent crab grass applications are available outside this agreement and billed separately. This application shall occur in early spring.

Broadleaf Weed Control Round 2

Broadleaf weeds in all turf areas shall be treated with a post-emergent liquid spray application. This application shall occur in late-spring.

Broadleaf Weed Control Round 3

Broadleaf weeds in all turf areas shall be treated with a post-emergent liquid spray application. This application shall occur in late summer.

Subtotal	\$55,981.24
Sales Tax	\$0.00
Total	\$55,981.24

Payment Schedule

Schedule	Price	Sales Tax	Total Price
April	\$6,998	\$0	\$6,998
May	\$6,998	\$0	\$6,998
June	\$6,998	\$0	\$6,998
July	\$6,998	\$0	\$6,998
August	\$6,998	\$0	\$6,998
September	\$6,998	\$0	\$6,998
October	\$6,998	\$0	\$6,998
November	\$6,998	\$0	\$6,998
	\$55,981	\$0	\$55,981

Contract Options

To simplify the renewal process Balanced Environment, LLC is offering a multiple year contract. By making additional years below this contract's period of coverage will be extended accordingly.

<u> X </u> 1st Year Contract Price:	\$55,981	
2nd Year Contract Price:	\$57,661	2nd Year Increase 3%
3rd Year Contract Price:	\$59,390	3rd Year Increase 3%

Invoicing Options:

Regular Mail E-mail

BILLING:		Property Name	
Bill to Address		Property Address	
City/State/Zip		City/State/Zip	
Attention to:		Manager Name	
Phone/Fax		Manager Phone/Fax	
Billing Email		Manager Email	

Terms and Conditions

1. Property Manager/Agent and/or Owner hereafter referred to as Client. Client warrants and represents itself to be owner of the subject work site, or to be one with whom the owner has authorized or knowingly permitted to enter into this agreement on its behalf and to so legally bind itself to the terms herein. No course of prior dealing between the parties and no usage of the trade is relevant to explaining this agreement. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either Balanced Environments, LLC, (Contractor) or its agents or employees, or Client to be other unless expressly stated herein or mutually agreed to in writing by the parties. The parties intend this writing to be the final expression of their agreement.
2. All covenants herein contained shall be construed to be severable as well as joint, and wherever the singular and masculine are used, same shall be construed as meaning the plural, the feminine, or neuter where the context of parties hereto so requires.
3. Contractor. agrees to hold Client and its representatives, tenants, trustees, or associates harmless for any damage caused by negligence of Contractor and/or representatives. Damages shall only be repaired upon notification of damages to the Contractor's Corporate Office and by inspection by a representative of the Contractor. Notification must be received within 24 hours of said damage occurring. Under no circumstances shall Contractor. be liable for special or consequential damages suffered by Client, Owner, representatives, trustees, or associates.
4. Client agrees to hold Contractor. and its representatives, owners, trustees, or associates harmless for any damage caused by negligence of the Client, its representatives, and associates.
5. The invalidity, illegality or unenforceability of any agreement restriction, reservation, or any other provision of this agreement, it its entirety or as applied to a particular circumstance, shall not impair or affect in any manner the validity, legality, enforceability or effect thereof as otherwise applied or to the remainder of this agreement.
6. Contractor. shall not be liable or responsible for delays or inability to deliver services under this agreement when due to governmental actions, statutes, ordinances or regulation, strike or other labor trouble fire, windstorm, or other incidents outside of Contractor's control where such delivery of services is impossible or impractical.
7. Payment terms are net 30 days upon completion of services unless specified otherwise. In the event an invoice is outstanding more than 90 days, Contractor may seek interest charges equal to the lessor of 1.5% per month (18% APR) as well as fees and costs of collection including reasonable attorney fees.
8. Either party can cancel this agreement with at least 30 days' written notice via certified mail. The client is responsible for payment for all products and services performed through the cancellation

period with payment due upon receipt of final invoice.

9. For snow proposals only: Contractor cannot be liable for damages to surfaces, including but not limited to turf, curbs, parking lots and drives, speed bumps, sidewalks, irrigation systems or any other site fixtures immediately in contact with or in close proximity to Contractor work areas. Additionally, Contractor shall not assume responsibility for resident decorations including decorative lighting, statues, containers, bird baths, or benches where snow may be piled. Furthermore, Contractor will not assume responsibility for damages done to any type of underground or exposed object including gas and water lines, electric and telephone wires, cable television wires, b-boxes and sewer clean outs, any and all irrigation components, dog chains, hoses, invisible fence, etc.

Specific Guarantees for Maintenance and Enhancement proposals

1. All shrubs, trees and evergreens are guaranteed to be true to name. Any shrub, tree or evergreen which fails to survive for a period of one year after date of planting will be replaced at no charge not including any materials or labor needed to correct site conditions, provided same has received reasonable care by the Client.
2. The guarantee applies to plants purchased and installed by Contractor within the current landscape season of which, replacement(s) will be done on a one-time basis.
3. The guarantee does not extend to transplants, damage resulting from acts of God, vandalism, salt or animal damage, winterkill, drought or lack of water or overwatering. Plants located in areas not able to receive natural rainfall must be covered by an irrigation system for warranty to apply. Sod, seed, herbaceous perennials, seasonal color plantings, and groundcovers are not included. Seed product warranty is limited to proper workmanship and product quality. Establishment is dependent upon natural rainfall or owner's supplemental watering and other natural forces with are beyond Contractor's control.
4. Client is responsible for plant, tree, or evergreen maintenance after the Contractor's initial watering.
5. The guarantee is null and void in the event the Client fails to make payment within payment terms as agreed upon.

Frank Swearingen

3/11/25

Frank Swearingen
Balanced Environments, LLC

Date

Client Signature
Village of Vernon Hills Master
(Multiple Locations)

Date

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-015

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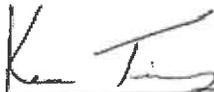
THE 18th DAY OF FEBRUARY 2025

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
18th day of February, 2025

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2025-015 AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH BALANCED ENVIRONMENTS, INC. TO PERFORM SPECIALIZED LANDSCAPE MOWING AND MAINTENANCE OF VILLAGE PROPERTY FOR AN AMOUNT NOT TO EXCEED \$60,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 18, 2025 TO MARCH 4, 2025.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF FEBRUARY 2025



Notary Public

