

**VILLAGE OF VERNON HILLS  
ORDINANCE 2025-026**

**AN ORDINANCE AWARDING A CONTRACT TO CLARKE MOSQUITO  
MANAGEMENT, INC. TO PROVIDE MOSQUITO ABATEMENT SERVICES FOR  
AN AMOUNT NOT TO EXCEED \$65,000**

**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**, Ordinance 2022-019 authorized the Village to enter into a 3-year contract from FY2023 through FY2025 with Clarke Mosquito Management, Inc. for the Village of Vernon Hills Environmental Mosquito Management Program; and

**WHEREAS**, Clarke Mosquito Management, Inc. has provided the Village with a new proposal to include the same services for three additional years from FY2026 through FY2028; and

**WHEREAS**, the base contract price of \$62,825 for FY2026 includes four (4) Village-wide sprays, surveillance and monitoring, larval control, and some special event sprays; and

**WHEREAS**, Staff has budgeted \$65,000 for mosquito abatement services in FY2026 budget account (0102040-520610); and is including a contingency amount for additional expenses as needed beyond the base contract amount for additional treatments; and

**WHEREAS**, Staff seeks approval to authorize the Village Manager to execute a 3-year contract with Clarke Mosquito Management, Inc. to provide Environmental Mosquito Management abatement services from FY2026 through FY2028, and to provide said services for an amount not to exceed \$65,000 in FY2026.

**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 Clarke Mosquito Management, Inc. to provide Environmental Mosquito Management services from FY2026 through FY2028 and for said services not exceed \$65,000 in FY2026.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is authorized to execute payments to Clarke Mosquito Management, Inc. for Environmental Mosquito Management services for an amount not to exceed \$65,000 in FY2026.

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

**SECTION 4: ORDINANCE NUMBER:**

Dated this 4<sup>th</sup> day of March, 2025

Adopted by roll call votes as follows:

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Forster

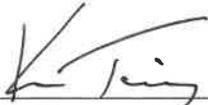


Roger L. Byrne, Village President

PASSED: 03/04/2025

APPROVED: 03/04/2025

ATTEST: 03/04/2025



Kevin Timony, Village Clerk



**PROFESSIONAL SERVICES AGREEMENT**  
**Environmental Mosquito Management**  
**For The Village of Vernon Hills**

THIS AGREEMENT made and entered into this   4th   day of   March   2025     
by and between the Village of Vernon Hills (hereinafter referred to as the “Village”) and Clarke  
Environmental Mosquito Management, Inc. (hereinafter referred to as the “Consultant”)

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the “Parties”) desire to enter into an Agreement to formalize their relationship; and

WHEREAS, in response to the Village’s request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and Consultant agreed to perform the services described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant’s documentation of its qualifications, as set out in its Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village’s approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

**A. SERVICES TO BE PROVIDED BY THE PARTIES**

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant’s professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services

to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

**B. TIME OF PERFORMANCE**

The Consultant shall provide the services from May 1, 2025 through April 30, 2028. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

**C. ACCESS TO INFORMATION**

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

**D. COMPENSATION**

The Village shall pay the Consultant in accordance with the Budget described in the Consultant's Proposal, for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. The Consultant's Fee Schedule, denoting its current charges for the year 2025, is attached hereto as ATTACHMENT #1. Total fees for the Consultant's work shall not exceed \$65,000. No additional work would be commenced without obtaining client approval.

**E. RECORDS**

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

**F. RELATIONSHIP**

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

**G. TERMINATION**

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
  - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
  - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
  - c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:
  - a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
  - b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;

- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

**H. ERRORS & OMISSIONS**

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in providing its services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of providing it services. This obligation shall survive termination of this Agreement.

**I. CHANGES, AMENDMENTS, MODIFICATIONS**

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

**J. PERSONNEL**

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

**K. ASSIGNABILITY**

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

**L. SEVERABILITY**

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**M. REPORTS AND INFORMATION**

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

**N. REPORTS AND INFORMATION**

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

**O. FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

**P. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

**Q. COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

**R. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)**

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)**

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

**U. AUTHORIZED TO DO BUSINESS IN ILLINOIS**

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

**V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1**

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

**W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1**

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

**X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

**Y. DEBARMENT**

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

**Z. INTEREST OF MEMBERS OF THE VILLAGE**

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

**AA. INTEREST OF CONSULTANT AND EMPLOYEES**

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**BB. AUDITS AND INSPECTIONS**

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

**CC. HOLD HARMLESS**

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

**DD. INSURANCE**

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance shall be fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the Village before work is commenced. Said policies shall not hereafter be canceled,

permitted to expire, or be changed without thirty (30) days' notice in advance to the Village and consented to by the Village in writing and the policies shall so provide.

3. **Workers' Compensation Insurance:** Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed on the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
4. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Village. Such insurance shall name the Village as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
5. **Insurance Covering Special Hazards:** Special hazards as determined by the Village shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
6. **Automotive Liability Insurance:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
7. **Professional Liability Insurance:** (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Consultant coverage in an amount not less than [\$1,000,000] per claim.
8. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

9. **The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder.** All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.
10. If Contractor's current policies do not provide the required coverage in this Agreement, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of the Agreement

**EE. COMPLETE AGREEMENT**

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

**FF. NOTICES AND COMMUNICATIONS**

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: Christopher Venatta  
Public Works Director/Village Engineer  
Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061  
[ChristopherV@vhills.org](mailto:ChristopherV@vhills.org)

If to Consultant: George Balis  
Clarke Environmental Mosquito Management, Inc.  
675 Sidwell Ct.  
St. Charles, IL 60174  
[gbalis@clarke.com](mailto:gbalis@clarke.com)

**GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This Agreement, together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

**HH. INTERPRETATION, ENFORCEMENT & DISPUTES**

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in Lake County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal) & Fee Schedule

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE OF VERNON HILLS

CLARKE ENVIRONMENTAL MOSQUITO  
MANAGEMENT, INC.

VILLAGE

CONSULTANT

By: 

By: 

Title: Village Manager

Title: Regional Manager, MW

Date: 5/07/2025

Date: March 10, 2025



## Clarke Environmental Mosquito Management, Inc. 2025-2027 Service Agreement | Village of Vernon Hills

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### Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Public Relations
- C. Mosquito Hotline - [www.clarkeportal.com/hotline](http://www.clarkeportal.com/hotline) or 800-942-2555
- D. Comprehensive Insurance Coverage naming the Village of Vernon Hills additionally insured
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories
- G. Regulatory compliance on local, state, and federal levels

### Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. Clarke will contact the Village of Vernon Hills representative and inform him of the impending brood arrival.
- B. Arbovirus Surveillance:
  1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke BioSafety Level 2 laboratory utilizing PCR technology for West Nile Virus.
  2. Clarke New Jersey Light Trap Network: Operation of number (1) trap within the Village of Vernon Hills to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

### Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: Twelve (12) inspections
  1. Three (3) complete inspections of up to 132 sites as outlined by most recent Clarke GIS Survey.
  2. Six (6) targeted inspections of up to 64 breeding areas as determined by the Clarke Targeted Mosquito Management System™.
  3. Three (3) targeted inspections of up to 52 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  4. Inspections of sites called in by residents on the Mosquito Hotline/Portal.
- C. Prescription Larval Control treatments will be performed with *Bacillus sphaericus*, *Bacillus thuringiensis israelensis* - Bti, methoprene, temephos, Natular®, and Spinosad mosquito larvicide by hand, backpack, UAV or helicopter.
  1. Catch Basins: Treatment of up to 2,900 street side catch basins, inlets and manholes using a sustained release insecticide for a minimum of 120 days of control.

### Part IV. Adult Control will be performed with Duet, Biomist, or other pyrethroid mosquito adulticide as described in the following sections.

- A. Adulticiding in mosquito harborage areas:
  1. Ten (10) scheduled truck / ATV Ultra Low Volume (ULV) treatments for community special events.
  2. ATV, Truck Ultra Low Volume (ULV) and/or barrier applications of the Arboheater at \$250.00 per application.



## Clarke Environmental Mosquito Management, Inc. 2025-2027 Service Agreement | Village of Vernon Hills

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- B. Adulthooding in Residential Areas:
  - 1. Four (4) community-wide truck ULV treatments of up to 106 miles of streets using Duet, Biomist®, or other pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$5,448.00 per treatment.
- C. Adulthooding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.

**Total 2025 Cost**

**\$62,825.00**

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**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional 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.

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# Clarke Environmental Mosquito Management, Inc. 2025-2027 Service Agreement | Village of Vernon Hills

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**Agreement Payment Plan:**

For Parts I, II, III and IV as specified in the 2025 Service Agreement, the total for 2025 program is \$62,825.00. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. (Clarke) in year 2 or 3 by a percentage which shall not exceed five percent (5%). This agreement may be extended by mutual consent for a similar term.

**PAYMENT PLAN**

<b>Month</b>	<b>2025</b>
June 1	\$15,706.25
July 1	\$15,706.25
August 1	\$15,706.25
September 1	\$15,706.25
<b>TOTAL</b>	<b>\$62,825.00</b>

**Approved Contract Period and Agreement: 2025-2027**

**For Village of Vernon Hills:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management Inc.:**

Name: George Balis Title: Regional Manager Date: 2/1/2025  
*George Balis*  
George Balis



# Clarke Environmental Mosquito Management, Inc. 2025-2027 Service Agreement | Village of Vernon Hills

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**Invoice Address:**

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

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

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

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_

E-Mail Address for Invoices: \_\_\_\_\_ County: \_\_\_\_\_

**\*\*In an effort to be sustainable, please provide an email address where invoices will be sent.**

**Contact Details:**

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

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Alternate Contact Details:**

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

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: George Balis  
675 Sidwell Ct. St Charles, IL 60174, [gbalis@clarke.com](mailto:gbalis@clarke.com)

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-026

AN ORDINANCE AWARDED A CONTRACT TO CLARKE MOSQUITO  
MANAGEMENT, INC. TO PROVIDE MOSQUITO ABATEMENT SERVICES FOR AN  
AMOUNT NOT TO EXCEED \$65,000

THE 4<sup>th</sup> DAY OF MARCH 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  
4<sup>th</sup> day of March, 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. 2025-026 AN ORDINANCE AWARDING A CONTRACT TO CLARKE MOSQUITO MANAGEMENT, INC. TO PROVIDE MOSQUITO ABATEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$65,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 4, 2025 TO MARCH 18, 2025.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 4th DAY OF MARCH 2025

  
\_\_\_\_\_  
Notary Public

