

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA**

**TUESDAY, OCTOBER 1, 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. **(1) CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Committee of the Whole Meeting of September 10, 2024
    - Kendall County Forest Preserve District Commission Meeting of September 17, 2024
  - B. **(1) MOTION:** Approval of Claims in the Amount of \$19,354.70
  - C. **(1) MOTION:** Approval of a Proposal from James Novak Paving, Inc. of Oswego, Illinois for Completion of Asphalt Trail Repairs and Section Replacements (966 sq. ft. total) at Blackberry Trail Forest Preserve for an Amount Not-to-Exceed \$16,000.00
  - D. **(1) MOTION:** Approval of a Proposal from Bluestem Ecological Services, Co. of Marengo, Illinois (Option 2) for the Control of Sandbar Willow (*Salix exigua*) along the Asphalt Trail Corridor at Blackberry Trail Forest Preserve for an Amount Not-to-Exceed \$8,250.00
- 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**

*No items posted for consideration.*
- 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)*

# Claims Listing

9/25/2024 11:14:58 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	23461890000930 24	ComEd Ellis House	19001161 62270	Utilities	\$581.16
	4762	WATCH COMMUNICATIONS	1405336093024	Ellis Internet Services	19001161 62270	Utilities	\$108.49
						<b>Sub-Total</b>	<b>\$689.65</b>
						<b>Total</b>	<b>\$706.61</b>
Ellis Grounds	1323	MENARDS	7948	Hose Saver, Hose Repair, Y Connector	19001161 68580	Grounds and Maintenance	\$16.96
						<b>Sub-Total</b>	<b>\$16.96</b>
						<b>Total</b>	<b>\$136.87</b>
						<b>Sub-Total</b>	<b>\$136.87</b>
Ellis House	1323	MENARDS	8111	Pliers, treated wood, delivery charge	19001162 68580	Grounds and Maintenance	\$136.87
						<b>Sub-Total</b>	<b>\$136.87</b>
						<b>Total</b>	<b>\$136.87</b>
						<b>Sub-Total</b>	<b>\$54.70</b>
Ellis Riding Lessons	529	EQUINE VETERINARY PRACTICE LLC	1175919302024	Keeper visit-aspirin	19001164 63020	Vet & Farrier	\$135.00
						<b>Sub-Total</b>	<b>\$54.70</b>
						<b>Total</b>	<b>\$54.70</b>
						<b>Sub-Total</b>	<b>\$54.70</b>

Ellis Riding Lessons	2057	MATTHEW CAVINESS	12024178	Shoes and trim	19001164 63020	Vet & Farrier	\$530.00
						<b>Sub-Total</b>	<b>\$665.00</b>
					<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$665.00</b>
Forest Preserve Director	3380	AMAZON CAPITAL SERVICES	1749-C791-KLV4	Waterproof Paper	190011 62000	Office Supplies	\$49.00
						<b>Sub-Total</b>	<b>\$49.00</b>
	415	DELL MARKETING L.P.	10772718846	Computer workstations w/monitor	190711 66500	Miscellaneous Expense	\$3,494.40
	928	INNOVATIVE UNDERGROUND, LLC	2348	Subat Drain Tile Inspection	190711 66500	Miscellaneous Expense	\$250.00
						<b>Sub-Total</b>	<b>\$3,744.40</b>
Forest Preserve Director	575	FOREST FOUNDATION OF KENDALL COUNTY	09302024	John Shaw Charitable Donation Pass Through	190011 68500	Project Fund Expenses	\$775.00
						<b>Sub-Total</b>	<b>\$775.00</b>
						<b>Total</b>	<b>\$12,278.00</b>
Grounds and Natural Resources	4921	GREAT LAKES WATER RESOURCES GROUP INC	1956	Hoover Well Replacement Pump Project-20%	191411 68530	Preserve Improvements	\$7,709.60
						<b>Sub-Total</b>	<b>\$7,709.60</b>
	4419	MECHANICS LAB LLC	5697	F150 spring, tire repairs	19001183 62160	Equipment	\$1,202.11
					<b>Sub-Total</b>	<b>\$1,202.11</b>	

**Grounds and Natural Resources**

678	GRAINCO FS, INC.	B0000426297	Hoover fuel	19001183 62180	Gasoline / Fuel / Oil	\$1,221.56
					<b>Sub-Total</b>	<b>\$1,221.56</b>
1655	SERVICE SANITATION, INC	50-493234093024	Portable Restroom Services	19001183 63070	Refuse Pickup	\$368.66
					<b>Sub-Total</b>	<b>\$368.66</b>
1452	NICOR	85662610121093 024	Nicor Millbrook S	19001183 63090	Natural Gas	\$144.74
1452	NICOR	87946110001093 024	Nicor Harris	19001183 63090	Natural Gas	\$81.51
					<b>Sub-Total</b>	<b>\$226.25</b>
1323	MENARDS	7454	Safety equipment, mop, soap, cleaner	19001183 63110	Shop Supplies	\$98.29
1323	MENARDS	7684	Earplug, drill bit set	19001183 63110	Shop Supplies	\$22.96
1323	MENARDS	7950	Socket, drive bit	19001183 63110	Shop Supplies	\$20.43
					<b>Sub-Total</b>	<b>\$141.68</b>
1323	MENARDS	7961	Drill bits, flat head screws	19001183 68530	Preserve Improvements	\$22.07
1605	RIEMENSCHNEIDER ELECTRIC	13188	Eagle's Nest-broken ground wire repairs	19001183 68530	Preserve Improvements	\$239.59
					<b>Sub-Total</b>	<b>\$261.66</b>
					<b>Total</b>	<b>\$3,421.92</b>
				<b>Grounds and Natural Resources</b>		

Hoover

4784	JULIE RAJECK	24-00250	Blazing Star Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00
4919	JENNIFER MCKAY	24-00169	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$290.00
4920	IRMA CAMPOS	24-00240	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$307.50
4922	DORIS VARGAS	24-00226	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$290.00
						<b>Sub-Total</b>	<b>\$987.50</b>
1452	NICOR	22827083027093024	Nicor Hoover Shop	19001171	63090	Natural Gas	\$48.12
1452	NICOR	24614203628093024	Nicor Blazing Star	19001171	63090	Natural Gas	\$44.61
1452	NICOR	28235299733093024	Nicor Moonseed	19001171	63090	Natural Gas	\$50.70
1452	NICOR	30831034894093024	Nicor Kingfisher	19001171	63090	Natural Gas	\$49.65
1452	NICOR	50980197128093024	Nicor MHL	19001171	63090	Natural Gas	\$47.81
1452	NICOR	72389374124093024	Nicor Hoover Residence	19001171	63090	Natural Gas	\$32.77
1452	NICOR	8855140114909302024	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$46.87
						<b>Sub-Total</b>	<b>\$320.53</b>
1323	MENARDS	7454	Safety equipment, mop, soap, cleaner	19001171	63110	Shop Supplies	\$73.74
						<b>Sub-Total</b>	<b>\$73.74</b>

Hoover										
1323	MENARDS	8013		Mouse Traps	19001171	66500		Miscellaneous Expense		\$3.33
								<b>Sub-Total</b>		<b>\$3.33</b>
								<b>Total</b>	<b>Hoover</b>	<b>\$1,385.10</b>
3294	STEPHANIE SCHMOKER-HALL	24-00299		Pickerill Sec Dep Refund	19001184	63040		Security Deposit Refund		\$405.00
								<b>Sub-Total</b>		<b>\$405.00</b>
4631	GRNE NELNET HOLDCO 2023 LLC	CI-000382623		Pickerill Solar	19001184	63100		Electric		\$301.50
								<b>Sub-Total</b>		<b>\$301.50</b>
								<b>Total</b>	<b>Pickerill - Pigott</b>	<b>\$706.50</b>
								<b>Grand Total</b>		<b>\$19,354.70</b>

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE of the WHOLE MEETING MINUTES  
SEPTEMBER 10, 2024**

**I. Call to Order**

President DeBolt called the meeting to order at 4:35 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

**II. Roll Call**

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

Commissioners Bachmann, Flowers, Koukol, Peterson, Rodriguez, and Wormley, 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, including updates on the Subat project, Daysmart transition updates, and Natural Beginnings 24-25 Program Year Open House.

**VI. Motion to Forward Claims to Commission**

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

**VII. Review of Preliminary End-of-Year Financial Statements through August 31, 2024**

Acting Executive Director White presented an overview of the preliminary financial statements through August 31, 2024.

**VIII. OLD BUSINESS**

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

No updates.

**b) FY25 Preliminary Budget (All Funds 1900 through 1915) Review and Discussion**

Acting Executive Director White provided an update the FY25 Preliminary Budget, all funds.

Commissioner Bachmann made a motion to forward the preliminary FY25 budget for publication to Commission for approval. Seconded by Commissioner Wormley for approval. Aye, all. Opposed, none.

**IX. NEW BUSINESS**

**a) Forest Foundation of Kendall County – Tree Memorial Program  
Expansion Concept**

Forest Foundation President Jeff Wherli presented a tree memorial program.

Committee of the Whole discussed the program and provided feedback.

**b) MOTION: Approval to Forward the Hoover Forest – Cured-in-Place Pipe (CIPP) Sewer Main Lining Contract #24-07-011 with Innovative Underground, LLC to Commission for Approval**

Commissioner Flowers made a motion to forward the Hoover Forest Preserve – Cured-in-Place Pipe (CIPP) Sewer Main Lining Contract #23-07-011 with Innovative Underground, LLC to Commission for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

**c) MOTION: Approval to Forward Fees, Charges, and Policy Recommendations (Facility License Agreement Fees and Education Program Service Fees and Polices) to Commission for Approval**

Commissioner Bachmann made a motion to forward Fees, Charges, and Policy Recommendations to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**d) Review of a Proposed Intergovernmental Agreement between the District and Kendall County for Administrative and Financial Services – Discussion and Recommendations**

Acting Executive Director White presented the initial proposed Intergovernmental Agreement between the District and Kendall County for Administrative and Financial Services. AED White remarked the District has only taken a preliminary look at the agreement and will review it in detail with the President.

**e) MOTION: Approval of a Special Use Permit for Kendall County for the “State of the County” Program at Meadowhawk Lodge on September 25, 2024 (2:00 PM to 4:00 PM) and September 26, 2024 (8:00 AM to 12:00 PM), including Waiving of the License Fee**



DRAFT FOR COMMISSION APPROVAL: 10-01-24

Commissioner Peterson made a motion to approve a Special Use Permit for Kendall County for the "State of the County" Program at Meadowhawk Lodge on September 25, 2024 and September 26, 2024, including waving of the License. Seconded by Commissioner Wormley. Aye, all. Opposed, none.

**X. Other Items of Business**

**a) DaySmart Merchant Processing Application and Agreement**

Commissioner Bachmann made a motion to forward the Daysmart Merchant Processing Application and Agreement to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**b) John Shaw Memorial Fund – Contributions Summary**

Stefanie Wiencke, Environmental Education and Public Outreach Division Manager, provided an update that the John Shaw Memorial Fund was as \$1,275 and thanked all the families who donated.

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

Finance Committee Chair Wormley reported FY25 budget planning is ahead of schedule. There are projects plans to spend down the remaining ARPA funds in the FY24 budget.

Operations Committee Chair Koukol reported the next Operations meeting is in October and there will be an equipment replacement plan discussed, as well as license agreements including Sunrise and Yorkville Fury.

**XII. Public Comments**

No public in attendance offered comments.

**XIII. Executive Session**

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 Peterson made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 5:33 pm.

Respectfully submitted,

Antoinette White  
Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
SEPTEMBER 17, 2024**

**I. Call to Order**

President DeBolt called the meeting to order at 10:04 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		Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

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

**V. Approval of Agenda**

Commissioner Shanley made a motion to approve the agenda as presented. Seconded by Commissioner Rodriguez. 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 Committee of the Whole Meeting of August 13, 2024
- Kendall County Forest Preserve District Commission Meeting of August 20, 2024
- Kendall County Forest Preserve District Finance Committee Meeting of August 29, 2024

**B. MOTION:** Approval of Claims in the Amount of \$15,450.41 (083124F) and \$49,716.21 (091524F)

**C. MOTION:** Approval of Contract No. 24-07-001 with Innovative Underground, LLC of Yorkville for the 2024 Sewer Main Cured-in-Place Pipe (CIPP) Lining Project at Hoover Forest Preserve in the Total Bid Amount of \$53,885.00 (Base Bid: \$29,217.50 plus Alternate A: \$24,667.50)

**D. MOTION:** Approval of the DaySmart Merchant Processing Application and Agreement including Purchase of One Clover Mini #3 Point of Sale Credit Card Terminal in the Amount of \$699.00, and Authorization of the Kendall County Treasurer to Electronically Complete the Application Process

- E. **MOTION:** Approval of Revised Fees and Charges for Facility License Agreements, Education Division Program Services, and Field Trip Policies
- F. **MOTION:** Approval of the Kendall County Forest Preserve District Fiscal Year 2025 Preliminary Operating Fund Tax Levy Ordinance #24-11-001 and Preliminary Combined Budget and Appropriations Ordinance #24-11-002 for Publication

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

Motion: Commissioner Shanley					
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	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Peterson, Rodriguez, 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**

No other items posted for considered.

**XIV. Adjournment**

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Peterson.  
Aye, all. Opposed, none. Meeting adjourned at 10:06 am.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

PROPOSAL

Licensed - Bonded - Insured

# James NOVAK PAVING, INC.

BUSINESS LICENSE - Office Use



Stonehill Landscaping, Inc.

**(630)554-5300**

**Fax: (630)554-1779**

**jamesnovakpaving@gmail.com**



**62 Stonehill Road  
Oswego, IL 60543**

PROPOSAL SUBMITTED TO:

**Dave Guritz**

PHONE:

**630-553-4131**

DATE:

**9/18/24**

BUSINESS:

**Kendall County Forest Preserve District**

Permit #

Office Use



Inspection



JULIE

JOB ADDRESS:

**Lakewood Creek Dr. & S Concord Dr. Montgomery, IL 60538**

*HOMEOWNER IS RESPONSIBLE FOR ANY/ALL PERMITS REQUIRED AT JOB LOCATION.*

### JOB DESCRIPTION:

- Removal & Replacement
- Stone & Pave
- Grade & Pave
- Patch
- Add On
- Other

### Blackberry Creek Forest Preserve

#### Trail Repairs

**Remove & Replace W/ Patching  
Sections Damaged by Willows**

#### Sawcut

**Remove existing asphalt  
Re-grade stone base  
Add extra stone where needed and compact  
Install 3" asphalt, compacting into 2-2.5" after  
rolling.**

Approximate Sq. Ft. **966**

**All work bid at prevailing wage**

### PAYMENT UPON COMPLETION

A finance charge of 1.5% per month will be added on accounts over 30 days past due. This is an annual percentage of 18%.

All material to guarantee to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from these specifications involving extra cost will be considered only upon written orders, and will be at extra charge over and above the estimate. All agreements contingent upon no-claims, accidents or delays beyond control. Owner to carry fire, wind and other necessary insurance. Our workers are fully covered by Workman's compensation/insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

*We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:*

*Note: This proposal may be withdrawn if not accepted within 30 days.*

JOB TOTAL:

**\$16,000.00**

Date of Acceptance: \_\_\_\_\_

Signature:

[Click here to sign](#)

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



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## Native Restoration Proposal

### *Blackberry Trail - Sandbar Willow*

**Concord Dr & Lakewood Creek Dr , Montgomery, IL, 60538**

**Project Description:**

Bluestem Ecological Services proposes to control Sandbar Willow (*Salix interior*) populations along the Blackberry Creek Trail (see Attachment A) in Montgomery, IL. Bluestem is providing 2 options for Sandbar Willow control:

1) Clear all populations withing 50 feet of the trail centerline through use of a forestry mower and treat shattered stumps with selective herbicide (October 2024-March 2025). Sandbar Willow resprouts will then be foliar sprayed before they reach 24" in order to further control trailside populations (April-May 2025).

1) Clear all populations withing 100 feet of the trail centerline through use of a forestry mower and treat shattered stumps with selective herbicide (October 2024-March 2025). Sandbar Willow resprouts will then be foliar sprayed before they reach 24" in order to further control trailside populations (April-May 2025).

**Option 1: Clear Sandbar Willow Control (50 feet from trail centerline) \$3,000 Initials**

<i>Qty</i>	<i>Size</i>	<i>Item</i>
6	HR	Labor - Forestry Mowing - HR
12	HR	Labor - Herbicide Application - HR (Labor - Herbicide) - Stump Treatment

**Option 1: Follow Up Selective Herbicide \$1,600 Initials**

<i>Qty</i>	<i>Size</i>	<i>Item</i>
12	HR	Labor - Herbicide Application - HR (Labor - Herbicide)
28	GAL	Triclopyr: amine - 3% Solution (Garlon 3A) - GAL

**Option 2: Clear Sandbar Willow Control (100 feet from trail centerline) \$5,750 Initials**

<i>Qty</i>	<i>Size</i>	<i>Item</i>
12	HR	Labor - Forestry Mowing - HR
22	HR	Labor - Herbicide Application - HR (Labor - Herbicide) - Stump Treatment

Option 2: Follow Up Selective Herbicide

\$2,500

Initials

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<i>Qty</i>	<i>Size</i>	<i>Item</i>
18	HR	Labor - Herbicide Application - HR (Labor - Herbicide)

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**Total Amount:** \$ \_\_\_\_\_

Bluestem will furnish all of the labor, materials, tools and equipment necessary to perform work and duties in a professional workmanship-like manner creating as little disruption, as possible, to the environment and the client.

I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the Bluestem Ecological Services Terms and Conditions, attached and hereby made part of this contract. We do hereby authorize Bluestem Ecological Services to perform the work as stated.

*David Stout*

9/26/2024

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**Authorized Representative / Date**

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**Bluestem Representative / Date**



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## *Terms and Conditions*

### **Contract Validity**

As site conditions can change, Restoration proposals are valid for NINETY DAYS from date of issuance. Stewardship proposals are valid for SIX MONTHS from date of issuance.

### **Existing Landscape Plantings and Hardscaping**

Existing landscape plantings, including turf grass, may suffer damage, if located in close proximity to work area, and shall not be covered by any warranty or insurance policy. The Customer shall hold Bluestem harmless for damages that result of a prescribed burn, chipping, herbiciding or clearing in their natural areas.

Please note that any work that is being done that requires excavation of soil greater will need to be called into J.U.L.I.E. underground utilities. Owner is responsible for marking private utilities. Bluestem cannot be responsible for unmarked utilities, structures, irrigation systems etc. damaged in the work process.

### **Watering**

Watering of newly installed trees, shrubs, perennials, and native seed can be performed as an additional item, at an additional cost, as an addendum to this contract.

### **Warranty**

Bluestem warranties trees and shrubs for 1 year after installation. Herbaceous perennial plants are warrantied for 30 days after installation. Proper watering is required in order for the warranty to be valid. In the case of emergent or submergent plant installations, water depth must be controlled for the warranty to be valid. Bluestem warrants that all Products delivered hereunder shall be of Bluestem's standard quality. Bluestem makes no other warranties, express or implied. Bluestem is not liable for damages caused by acts of God, animal foraging, oversalting, failed engineering, failure to water/maintain, plant disease, changes in laws, rules or regulations or other acts of any governmental authority, labor troubles, or any other cause beyond Bluestem's reasonable control.

### **Insurance**

Bluestem Ecological Services will maintain the following types of insurance: worker's compensation, complete automotive coverage, and general liability in commercially reasonable coverage amounts. Bluestem will provide the Owner a Certificate of Insurance upon request.

General Liability - \$1,000,000.00

Automotive Liability - \$1,000,000.00

Umbrella Liability - \$10,000,000.00

Workers Comp - \$500,000.00.

### **Billing**

Lump Sum of the total restoration amount is due upon completion of the restoration project or phase of project. In the event your account is placed for collection, all associated costs and reasonable attorney's fees will be charged to your account. All services and materials will be considered property of Bluestem Ecological Services until such items are paid in full. Any additional work not specified and performed on a written acceptance of proposal request of the customers shall be subject to terms hereof and shall be charged on a time and material basis.



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## *Terms and Conditions*

### **Residential Billing**

Residential customers will pay Bluestem a deposit for restoration services, with 50% down at time of signing. Upon completion of restoration activity, the remaining 50% will be due.

### **Time and Materials**

In T&M portions of a contract, Customer can specify a Not-to-Exceed amount, or request for work to continue until the job is complete. This must be specified in writing prior to commencement of work. Where no Not-to-Exceed amount is specified, Bluestem will work until completion.

### **Gas and Oil Prices**

Bluestem's proposal is based on the average daily price for diesel gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Fuel. All "DOE" prices include taxes and the National Mid-West Average Price of Fuel is generally updated and available after 4:00 p.m., each Monday, on the DOE website at [www.eia.doe.gov](http://www.eia.doe.gov). In the event that the National Mid-West Average Price of Fuel for diesel gasoline increases to \$5.00 per gallon, a four percent (4%) fuel fee will be added to your monthly invoice.

### **Burning**

Bluestem will implement a controlled burn, using fire as a tool to clear debris, recycle nutrients and stimulate native plant and animal species. Our fire crew is comprised of S130/S190 trained crew leaders knowledgeable in the fuel types present, and crew members are certified through the Chicago Wilderness. Prior to burning, the fire crew will create needed firebreaks and place noticeable signage. The areas to be burned will contain unburned refuge for animal species. Bluestem will file a permit with the Illinois EPA prior to burning. The Owner/Agent shall notify any neighbors, when applicable.

Due to the unpredictability of the weather, it may be necessary to postpone the burn to the next burn season. It is possible that local conditions could cause the burn unit to burn poorly when all conditions are within parameters. While Bluestem will make every effort to burn as much of the areas as possible, conditions such as areas being too wet can impede 100% of vegetation and debris burning completely. The burn shall be deemed successful if 50% or more of the area is burned, and the client will be charged the full amount. If burning is 50% complete or less, despite best efforts by Bluestem, Bluestem will mow the remaining vegetation.

### **Termination**

In the event the Customer is dissatisfied with said services, the Customer must give Bluestem thirty (30) days written notice to correct the problem. If the problem is not corrected within the said thirty (30) days, then the Customer has the right to cancel this agreement upon payment of all accrued charges. This agreement may be canceled with or without cause upon thirty (30) days written notice by either party. This agreement will become null and void and all services rendered will become due and payable within the terms of this agreement. All correspondence regarding cancellation shall be via Certified Mail/Return Receipt Requested.

This agreement shall inure to the benefit on the parties, heirs, executors, administrators, assignees, and successors of the parties. This agreement contains the entire understanding of the parties that no statements, promises, or inducements made by either party or agent that are not contained in this written agreement shall not be valid or binding. In the event of a dispute between parties, then the status of any litigation shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern.



## CUSTOMER INFORMATION

### Billing Information

Attn:	
E-Mail:	
Company:	
Address:	
City / State/ Zip	
Phone:	Fax:
PO#	Tax Exempt:    Yes    No

If Tax Exempt - please supply a copy of certificate.

### Property Location Information

Same as Billing Information

Contact:	
Property Location:	
Address:	
City / State/ Zip	
Phone:	Fax:
E-Mail:	
<b>Additional Insured Information</b>	

\*Any additional necessary information please direct to the following:

Deidre Joynt  
deidre@bluestemeco.com  
Administrator  
815-568-2927 (O)  
630-479-1908 (C)  
1550 W. Bartlett Road  
Bartlett, IL 60103

