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**THE VILLAGE OF SHERMAN**  
**SANGAMON COUNTY, ILLINOIS**

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**ORDINANCE NUMBER 2020-14**

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**AN ORDINANCE APPROVING THE RETENTION OF COPPERTREE C/O  
MARK MCWILLIAMS FOR THE DESIGN & DELIVERY OF LANDSCAPE  
PLAN AND INSTALLATION FOR SHERMAN VILLAGE PARK**

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TREVOR J. CLATFELTER President

SEAN BULL, Village Clerk  
MICHAEL STRATTON, Deputy Clerk

PAM GRAY  
BRET HAHN  
BRIAN LONG  
KIM  
ROCKFORD  
KEVIN  
SCHULTZ  
JAY TIMM

Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the  
Village of Sherman on August 18, 2020

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MARK MCWILLIAMS FOR THE DESIGN & DELIVERY OF LANDSCAPE  
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**WHEREAS**, the Village of Sherman, Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code and further is operating as a home-rule municipality pursuant to and with all powers under Article VII, Section 6, of the Constitution of the State of Illinois; and

**WHEREAS**, the corporate authorities of the Village desire to design and have installed a landscape plan for its Sherman Village Park;

**WHEREAS**, the corporate authorities received bid proposals from three area wide landscape companies.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sherman, Sangamon County, Illinois, as follows:

**Section 1. Recitals.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2. Authority to Retain.** The Village has received and reviewed three Bids for design and installation of landscaping for Sherman Village Park. The proposal received from Coopertree most closely fits the specifications issued by the Village, and best fits the design and intended use of the Sherman Village Park. The Village President is authorized to execute a contract with Coppertree and to effectuate the design, delivery and installation of landscape plan for Village Park.

**Section 3. Severability.** In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 4. Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Sherman prior to the effective date of this ordinance.

**Section 5. Effectiveness.** This ordinance is effective immediately.

SO ORDAINED this 18<sup>th</sup> day of August 2020 at Sherman, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG	✓			
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER				
TOTAL	6	0	0	0



**VILLAGE OF SHERMAN**

  
Trevor J. Clatfelter, Village President

  
Sean Bull, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF SANGAMON    )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true and exact copy of Ordinance Number 20-14, adopted by the President and Board of Trustees of said Village on the 18<sup>th</sup> day of August 18, 2020, said Ordinance being entitled:

**AN ORDINANCE APPROVING THE RETENTION OF COPPERTREE C/O  
MARK MCWILLIAMS FOR THE DESIGN & DELIVERY OF LANDSCAPE  
PLAN AND INSTALLATION FOR SHERMAN VILLAGE PARK**

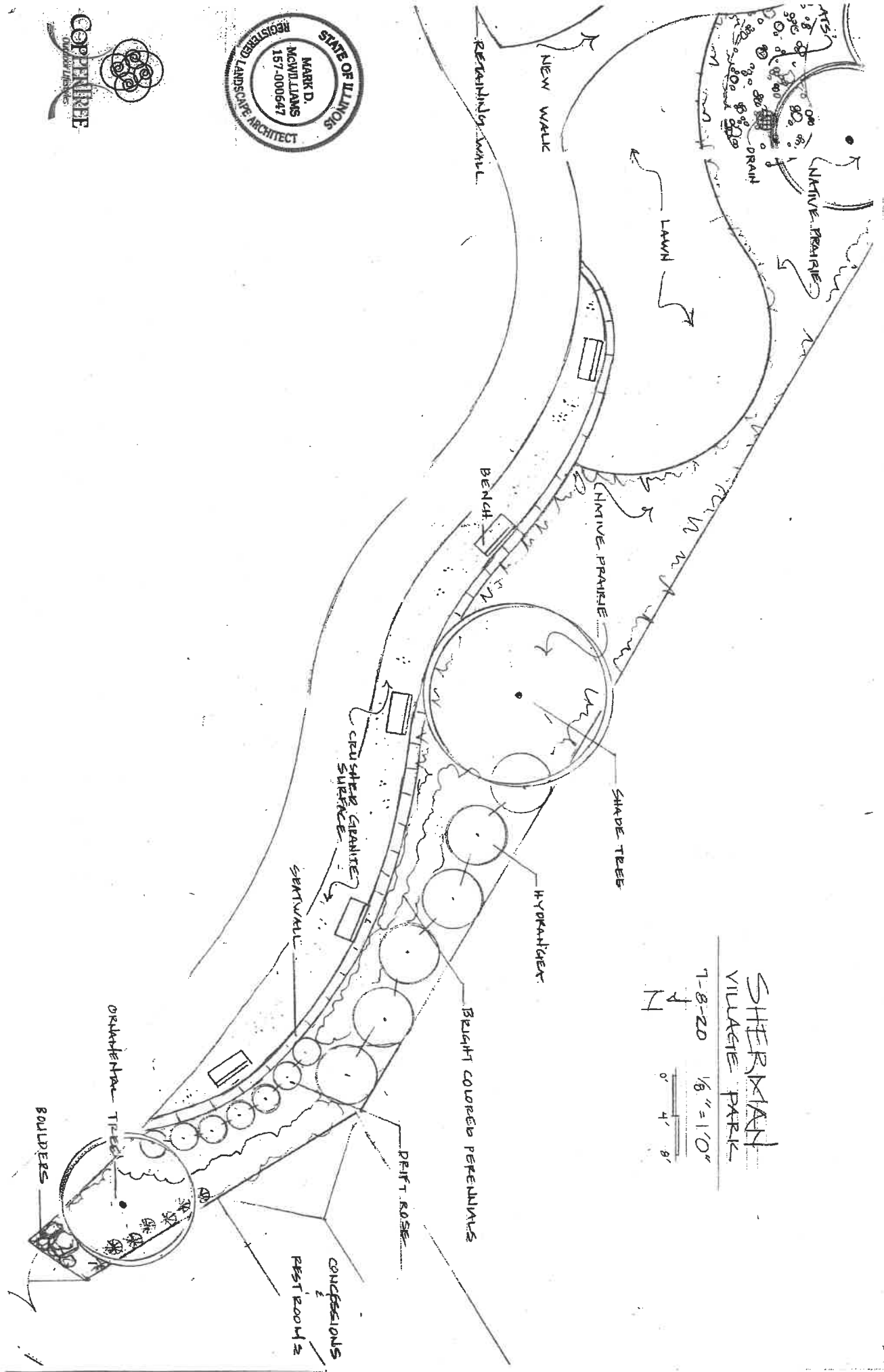
I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I hereunto set my signature and affix the official seal of said Village this 18<sup>th</sup> Day of August 2020.



A handwritten signature in cursive script, appearing to read "Sean Bull", written over a horizontal line.

Sean Bull, Village Clerk

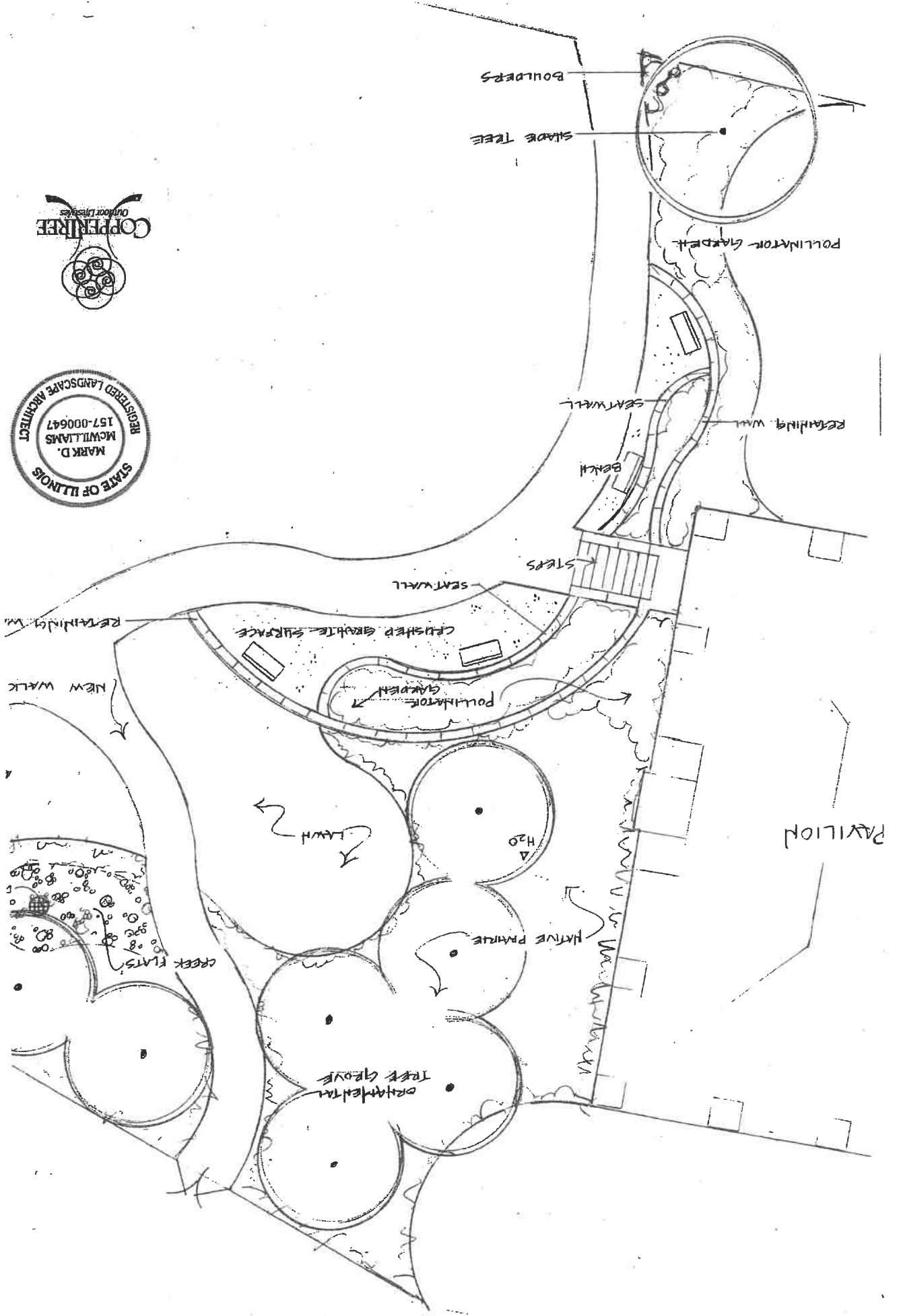


SHERMAN  
VILLAGE PARK

7-8-20 1/8" = 1'0"



0' 4' 8'



# Proposal



**Coppertree Outdoor Lifestyles, LLC**

**Client Name:** City of Sherman  
**Project Name:** -Sherman Park Playground area  
**Address:** Sherman, IL

**Estimate ID:** EST1969044  
**Date:** Jul 06, 2020

**First half of wall- Concessions to sidewalk to water park** **\$26,862.96**

Versaloc wall system to hold back grade and offer some seating.

**Wall from water park sidewalk to past pavilion** **\$19,416.82**

Terraced walls so more area for sitting walls

**stairs installed per plan** **\$7,997.67**

**landscaping in general** **\$17,418.26**

Trees, shrubs, perennials, and bark mulch

**crushed granite** **\$8,246.13**

core out two inches, install soil separator, 3" of crushed granite installed and compacted down. Granite will be an earth tone.

<b>Subtotal</b>	<b>\$79,941.84</b>
<b>Taxes</b>	<b>\$0.00</b>
<b>Estimate Total</b>	<b>\$79,941.84</b>

**A 50% down payment is required to purchase material and schedule your project. We would like to thank you for the opportunity to work with you and your project!**





## CopperTree Limited Warranties

### Plant Warranty

\_\_\_\_\_ CopperTree purchases quality plants from outstanding growers and offers a one-year warranty on original trees and shrubs. The plant will be replaced once, though labor to re-plant is not included. No refunds. To ensure your success, we are planting your landscape using BioFlora® organic compost and top dressing with BioFlora Dry Crumbles®, a soil amendment which contains organic bio-stimulants to jump start your plants. You will need to be an active participant in your investment. Follow the plant care guidelines posted on [www.coppertreedesigns.com](http://www.coppertreedesigns.com) in order to keep the warranty active and ensure the success of your plants.

\_\_\_\_\_ Perennials will be warranted for 90 days from date of installation. Fall or dormant plantings will be guaranteed to leaf out in the Spring.

\_\_\_\_\_ Payment as outlined in your proposal must be followed with final payment being made in full within five (5) days of completion, or the warranty is null and void. CopperTree will follow-through with any issues. A small amount of retainage may be left out if both agree on the amount.

\_\_\_\_\_ No warranties coverage for Tropicals, annuals, vegetables or fruit.

\_\_\_\_\_ Transplanting of client's existing plant material is not warranted. Plants on plan, planted and then requested to be moved by homeowner may void warranty.

\_\_\_\_\_ Conditions beyond our control such as Acts of God and not limited to: floods, tornadoes, heavy winds, fire, theft, accidents, ice or snow damage, excessive cold, rains, insects or disease and damage which no reasonable measures that could be taken will prevent or control may void warranties.

\_\_\_\_\_ CopperTree is not responsible for any private utilities such as irrigation, dog fence, separate utilities such as power to a pool house, lighting or any lines of service not detected by J.U.L.I.E. It is the homeowner's responsibility to flag, contact the installer to temporarily move, relocate and manage repairs, if needed.

\_\_\_\_\_ Special order material, plants, stone, custom cuts or products ordered for your project cannot be returned or refunded.

\_\_\_\_\_ CopperTree is not responsible for unseen settling precipitated by other agencies or companies, settling due to any new construction, utility lines or any other excavations not performed by CopperTree. This includes erosion of soil of any kind.

\_\_\_\_\_ CopperTree installs lawns in accordance with common industry practices, using quality grass seed applied at a rate of at least that of the seed grower's recommendations. To further enhance success rates, CopperTree will top dress with BioFlora Dry Crumbles. Once seeded, CopperTree has no control of weather, watering or other common practices handled by the customer. Therefore

CopperTree cannot guarantee the germination of seed or general success of the seeding.

\_\_\_\_\_ CopperTree will water the sod on the day of installation. All sod will be top dressed with BioFlora Dry Crumbles. Homeowners will need to be prepared with hoses, sprinklers or irrigation systems. If you see or have a problem on day one of installation, you must notify CopperTree that same day or the very next morning. After that time, any issues are your responsibility to resolve. Sod shrinks and cracks if not watered properly. Death results when it is allowed to dry out. Replacements will be billed at time and material.

\_\_\_\_\_ If subcontractors are used on your project, they will need to be paid upon completion of their particular job. We may need to partial bill in order to pay them.

\_\_\_\_\_ Extended warranty options are available for your landscape plantings.

### **Irrigation**

\_\_\_\_\_ CopperTree is not responsible for any irrigation damage or repair. Client can have heads flagged but any damage to underground irrigation will need to be repaired by owner's irrigation company. CopperTree is not responsible for reconfiguring of irrigation system.

### **Sod**

\_\_\_\_\_ CopperTree will start watering the the day we install it. Homeowners will need to be prepared with hoses, sprinklers and/or irrigation system. Sod shrinks as it dries, cracks are the sod drying out. Death results when it is allowed to dry out. All replacements will be billed at time and material.

### **Seeding**

\_\_\_\_\_ CopperTree installs lawns according to common industry practices, using quality grass seed, applied at a rate of at least that of the manufacturer's recommendations. **It is the responsibility of the customer to ensure rough grades have been established according to municipal drainage plans and within one inch of finish grade. Once seeded, CopperTree has no control over weather, watering, or other common practices of the customer. Therefore CopperTree cannot guarantee the germination of seed or general success of the seeding. Repairs done on a seeding project will be done at the expense of the customer.**

### **Utilities**

\_\_\_\_\_ Contractor is responsible for contacting J.U.L.I.E. which is the underground utility locating service in Illinois. CopperTree shall not be held liable **for damage to all secondary underground utilities not marked** (ie. but not limited to gas lines, irrigation lines, pool lines, cables, dog fences, etc.) **or any hidden obstructions.** The customer is responsible for any extra costs due to hidden obstructions.

Customer agrees to waive any claim against CopperTree and to defend, indemnify and hold CopperTree harmless from and against any claims, damages, losses, liabilities and expenses, including attorney fees arising out of, or resulting from any damage to utilities or structure caused by CopperTree or its subcontractors that were not correctly identified by the customer.

**Permits**

Client is responsible for securing any and all permits necessary unless specified in writing. CopperTree is not responsible for lot surveys if there is any question of property lines. The client must dictate locations or have property surveyed.

**Settling**

\_\_\_\_\_ CopperTree is not responsible for unseen settling precipitated by other agencies or companies, settling due to new construction, utility lines or any other excavations not performed by CopperTree. This also includes slippage or erosion of soil of any kind.

Estimate authorized by: \_\_\_\_\_  
Company Representative

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

Estimate approved by: \_\_\_\_\_  
Customer Representative

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