



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Recommend approval of a proposed three year extension of a management agreement with Baum Property Management, Inc. (BPM) for administration of the Fisher Farms Special Service Area (SSA #16) and a three year extension of a contract with Mutz Landscape, Inc (MLI) for Fisher Farms SSA #16 landscape services.		
Presenter & Title:	David DeGroot, Director of Community Development		
Date:	June 12, 2017		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: BPM - \$10,999.92 per year MLI - \$53,380.00 per year		Budgeted?	<u> X </u> YES NO
<i>If NO, please explain how the item will be funded:</i>			
Executive Summary:			
Baum Property Management, Inc. (BPM) has provided day-to-day Fisher Farms SSA administrative services on behalf of the City, as well as administrative services for the Fisher Farms Master Association (FFMA) since 2005. Mutz Landscape, Inc. (MLI) has provided Fisher Farms SSA with landscape maintenance services since 2006. Both firms have a detailed understanding of the 60 acres comprising SSA#16 and the maintenance activities required. The firms have worked well together and have demonstrated excellence in creating a first class caliber landscape at Fisher Farms. The proposed prices for their services remains the same for 2017, 2018, and 2019, which are unchanged since 2010. The FFMA Board supports extension of this agreement for both firms.			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Community Development Department Memorandum • Draft Resolution • BPM Management Agreement • MLI Agreement 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Recommend approval of extensions of the Fisher Farms SSA Management Agreement with Baum Property Management, Inc. for 2017, 2018, and 2019 at a cost not exceed \$10,999.92 per year and the contract with Mutz Landscaping, Inc. for 2017, 2018, and 2019 landscape maintenance services at a cost not to exceed \$53,380.00 per year.			

City of Geneva Community Development Department

Memorandum

To: Mayor Burns and Members of the City Council

From: David DeGroot, Director of Community Development

Meeting Date: June 12, 2017 City Council Meeting

Subject: Proposed three year extension of a management agreement with Baum Property Management, Inc (BPM) for administration of the Fisher Farms Special Service Area (SSA #16) and a three year extension of a contract with Mutz Landscape, Inc (MLI) for Fisher Farms SSA #16 landscape services.

Fisher Farms SSA Administration

Baum Property Management, Inc. (BPM) has provided day-to-day SSA administrative services on behalf of the City for SSA#16, as well as administrative services for the Fisher Farms Master Association (FFMA) since 2005. The management agreement sets forth the responsibilities of BPM for day-to-day administration of Fisher Farms SSA project amenities maintenance (landscape maintenance, irrigation system, pond aerators, aquatic algae control, pond side-slope prairie areas and bike-path snow removal). Department staff works with the FFMA Board to formulate the annual SSA budget, and the annual project amenities maintenance scope of work. Under the agreement, BPM also provides administrative services to the Fisher Farms Master Association Board including soliciting bids on maintenance and repair work, hiring contractors, supervising work, collecting annual association assessments, maintaining accounts receivable/payable, conducting association meetings, budgeting, and preparing closing letters on behalf of the FFMA.

BPM has a very detailed understanding of the Fisher Farm landscape maintenance specifications, and has worked effectively with the FFMA Board, City staff, and multiple maintenance subcontractors in making sure the project amenities are properly maintained.

Under the terms of the management agreement for 2017, 2018, and 2019 (see attached), BPM would provide SSA administrative services to the City at a cost of \$916.66 per month. This cost remains unchanged since 2010. The FFMA board supports extension of the BPM agreement. The City can terminate the contract if desired with 90 days' notice.

Fisher Farms SSA Landscape Maintenance

The SSA comprises 60 acres of landscaped area, ponds and related amenities. The cost of project amenities maintenance is paid for by special service area tax revenues, which are

part of the property taxes paid by each owner of property within the Fisher Farms development.

Mutz Landscaping, Inc. (MLI) has performed Fisher Farms SSA landscape maintenance services since 2006. MLI has provided excellent landscape maintenance services. Maintenance tasks have been performed in accordance with contract specifications and the approved scope of work. MLI has an excellent record of responding promptly and professionally to maintenance issues that are periodically raised by city staff, the SSA Administrator, and residents. MLI staff has a detailed understanding of the very detailed maintenance routines and field conditions within the Fisher Farms SSA.

Under the MLI landscape maintenance contract for 2017, 2018, and 2019 (see attached), MLI would provide SSA landscape maintenance services to the City at a cost of \$53,380.00. This cost remains unchanged since 2010. The FFMA Board supports extension of the contract with MLI.

Recommendation

Recommend approval of extensions of the Fisher Farms SSA Management Agreement with Baum Property Management, Inc. for 2017, 2018, and 2019 at a cost not exceed \$10,999.92 per year and the contract with Mutz Landscaping, Inc. for 2017, 2018, and 2019 landscape maintenance services at a cost not to exceed \$53,380.00 per year.

CITY OF GENEVA

RESOLUTION NO. 201749

**A RESOLUTION
TO AUTHORIZE THE CITY COUNCIL OF THE CITY OF GENEVA TO CONTRACT
FOR LANDSCAPE MAINTENANCE SERVICES FOR SPECIAL SERVICE AREA
NUMBER SIXTEEN IN THE FISHER FARMS PUD AND FOR SPECIAL SERVICE
AREA MANAGEMENT SERVICES FOR THE 2017, 2018 & 2019 CALENDAR YEARS**

PASSED BY THE
CITY COUNCIL OF THE CITY OF GENEVA,
KANE COUNTY, ILLINOIS
THIS 19TH DAY OF JUNE, 2017

Published in pamphlet form by the authority of the
City Council of City of Geneva this 19th day of June, 2017

CITY OF GENEVA

RESOLUTION NO. 2017-49

A RESOLUTION

TO AUTHORIZE THE CITY COUNCIL OF THE CITY OF GENEVA TO CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES FOR SPECIAL SERVICE AREA NUMBER SIXTEEN IN THE FISHER FARMS PUD AND FOR SPECIAL SERVICE AREA MANAGEMENT SERVICES FOR THE 2017, 2018 & 2019 CALENDAR YEARS

WHEREAS, under the provisions of the Fisher Farms Annexation Agreement dated April 15, 1996, the City of Geneva is authorized and required to maintain certain landscaping and parkway amenities within the residential neighborhoods of Fisher Farms PUD; and

WHEREAS, the City of Geneva's supervision of the landscaping and parkway maintenance has been made in conjunction with the Fisher Farms "Master" Association, an Illinois not-for-profit corporation; and

WHEREAS, the Board of Directors of the Fisher Farms "Master" Association approved the extension of the landscaping and parkway maintenance contract with Mutz Landscaping Inc. and the extension of the SSA management agreement with Baum Property Management, Inc. for an additional three years; and

WHEREAS, the funding for payment of the landscaping and parkway maintenance as well as the SSA management is made from special service area taxes and Fisher Farms homeowner assessments, it is appropriate and in the best interest of the residents of Fisher Farms to acquiesce to the direction of the Fisher Farms "Master" Association.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Geneva as follows:

Section 1. Recitals. The preliminary paragraphs set forth above are incorporated herein as part of this Resolution.

Section 2. Letting of Contracts for the maintenance of landscaping and parkways within the residential neighborhoods of Fisher Farms PUD and the management of the Special Service Areas therein. The Mayor and City Clerk are hereby authorized to execute contracts with Mutz Landscaping, Inc. and Baum Property Management, Ltd for SSA management services for the 2017, 2018, and 2019 calendar years, as set forth in the respective contracts which are attached hereto at Exhibit "A".

Section 3. Effective Date. This Resolution shall be in full force and effect after its passage, approval, publication according to law.

Section 4. Severability. In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Passed by the City Council of the City of Geneva, Kane County, Illinois this 19th day of June, 2017.

Approved by me as Mayor of the City of Geneva, this 19th day of June, 2017.

Mayor

ATTEST:

City Clerk

Vote:

AYES:

NAYS:

ABSENT:

HOLDING OFFICE:

Exhibit A

Management Agreement with Baum Property Management, Inc. for Administration of the Fisher Farms Special Service Area (SSA #16) and Property Management Services for the Fisher Farms Master Association

Landscape Maintenance Service Contract with Mutz Landscape, Inc. for services within the Fisher Farms Special Service Area #16



MANAGEMENT AGREEMENT

THIS AGREEMENT, dated this 1th day of January 2017, by and between **Fisher Farms “Master” Association**, an Illinois not-for-profit corporation (hereinafter called "Association"), acting by and through its Board of Directors (hereinafter called the "Board"), the **City of Geneva**, an Illinois Municipal Corporation (hereinafter called the “City”), and **Baum Property Management, Ltd.**, an Illinois corporation (hereinafter called the "Agent").

WITNESSETH:

WHEREAS, the Declaration and the By-Laws adopted pursuant thereto provide that the Association shall be operated and managed by the Board for the benefit of and on behalf of all of the unit owners; and

WHEREAS, the Declaration further provides that the Board of Directors (“Board”) is authorized to engage the services of a management agent to operate and manage the Association on behalf of the Board for the benefit of all of the unit owners and to pay such management agent a reasonable compensation for such services; and

WHEREAS, the City has adopted Ordinance No. 96-35 authorizing the execution of an annexation agreement for the Fisher Farms Planned Unit Development, which provides for the establishment of a special service area (SSA), also known as City of Geneva Special Service Area No. 16, for maintenance of certain “Project Amenities”, and designation of an SSA Administrator for implementation and administration of annual project amenities maintenance; and

WHEREAS, the Board desires to employ the Agent to manage the Association, and the Board and City desire to employ the Agent to serve as SSA Administrator, and the Agent desires to be employed to manage the Association, and serve as SSA Administrator and the compensation to be paid to the Agent for its services;

WHEREAS, the Board, the City, and the Agent desire to set forth their agreement as to the terms and conditions under which the Agent shall manage the Association, and serve as SSA Administrator and the compensation to be paid to the Agent for its services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Association, the City and the Agent do hereby agree as follows:

SECTION 1. ENGAGEMENT

On the terms and subject to the conditions set forth in this Agreement, the Association hereby engages the Agent and the Agent hereby accepts engagement by the Association, to perform management services as set forth herein during the term of this Agreement. The parties acknowledge that performing the management services hereunder, the Agent is an independent contractor of the Association and, as such, the parties shall remain independent and shall not be deemed joint ventures, partners or employees of the other party.

SECTION 2. RESPONSIBILITIES AND UNDERTAKINGS OF THE ASSOCIATION

The Association will provide the following undertakings during the term of this Agreement.

- (a) To maintain sufficient funds to pay the expenses set forth in this Agreement.
- (b) To pay to Agent, as just compensation, such sums and under such conditions as set forth in SECTION 5.
- (c) To provide Agent with such evidence of authority by way of certified resolutions or otherwise and such specific directions as Agent may reasonably require.
- (d) To carry at its own expense, necessary public liability insurance, worker's compensation (no less than statutory limits), Directors and Officers, computer and transfer fraud, and a fiduciary bond with a reputable company and written so as to protect the Agent in the same manner and to the same extent it protects the Association and, shall provide Agent with a certificate of insurance showing insurance to be in full force and naming Agent as insured on all insurance policies. Agent shall have the ability, but not the obligation, to secure necessary insurance on behalf of the Association.
- (e) Except in the event of Agent's gross negligence or willful misconduct, Association will promptly defend, indemnify, and save Agent harmless for all loss, damage, or injury, including judgments, liens, debts, damage, lawsuits, and expense (including all attorney

fees), and other such obligations as a result of Agent's activities, provided such activities are within the normal scope of property management.

It is expressly understood and agreed that all obligations to maintain insurance, all indemnifications and all obligations concerning defense (and the costs thereof) set forth in this Agreement shall survive any termination or expiration of the Agreement. Termination or expiration of the Agreement shall not terminate any liability or obligation of the Association to the Agent for any indemnification, payment, reimbursement or other sum of money then due and payable or thereafter becoming due and payable.

Association gives Agent authority, but not obligation, to secure necessary insurance on behalf of the Association.

(f) To designate a single individual (normally the President) who shall be authorized to deal with Agent exclusively on matters relating to the management of the Association.

(g) To cooperate with Agent to the extent required to perform expeditiously, efficiently, and economically the Management services required within this Agreement.

(h) To provide Agent with an accurate list of addresses of Homeowners.

(i) To provide the Agent with an accurate and current financial report including all accounts payable and account receivable.

(j) To provide the Agent with proof of being in good standing as a non-for-profit corporation.

(k) To provide the Agent copies of the Association's governing documents upon execution of this Agreement and/or before term of Agreement begins.

SECTION 3. RESPONSIBILITIES AND UNDERTAKINGS OF AGENT

The Agent will provide the following Management services:

(a) To hire contractors necessary to efficiently perform the operation of the Association hereunder. Contractor invoices to be paid for work that is not an eligible SSA expense shall be the sole responsibility of the Association; however direction will be given to the Agent as to which funding source (SSA fund or master association fund) shall be used for payment of invoices. If the cost of services for an eligible special service area expense exceeds the purchasing parameters of City of Geneva Ordinance No. 90-05, as amended by a motion approved by the City Council on July 18, 2005, the Board may choose to pay for contractor services from Association funds, rather than SSA funds. The Agent shall carefully manage the budgets of the Association and the SSA to ensure that invoices are paid out of the appropriate fund, and that compliance

with City of Geneva purchasing procedures is maintained.

(b) To solicit proposals for competitive bids on such services and materials as the Board directs and to present analysis of these competitive bids to the Board for review.

(c) To submit all proposed contracts and agreements to the Board of Directors for written approval prior to engaging on the Association's behalf.

(d) To execute contracts and agreements with independent contractors, as approved by the Board based on competitive bids, necessary to efficiently perform the duties and responsibilities of the Association as directed by the Board.

(e) Compensation for such contractors shall be processed by the Agent. The compensation will be at the sole expense of the Association.

(f) Agent will supervise any and all contractors hired by the Association, as directed by the Board, per the agreements and contracts executed by the Agent on behalf of the Association.

(g) Agent shall only be obligated to maintain the common area(a) as specified in the Declaration and By-Laws and/or directed by the Board. Maintenance of limited common elements shall be only at mutual consent of Board and Agent. Agent has no authority or responsibility for maintenance or repairs to the inside of individual dwelling units of the Homeowners. Such maintenance and repairs shall be the sole responsibility of the owners individually.

(h) To provide the Board with a financial statement each month providing the monthly and year-to-date activity. Financials shall also include dollar amount of assessments collected, a listing of all expenses, budget variances, names of Homeowners who are delinquent in payment of their assessments, and all Homeowners who have been referred to the Association attorney. Financial reports will be submitted no later than the first business day after the 20th of the month subsequent to the period/month being reported.

(i) The Agent shall prepare and submit to the Board on or before November 1 of each year, a recommended budget for the next year showing anticipated expenditures and revenues for the upcoming year.

(j) To make available for inspection all receipts, notices of disbursement, invoices and bills with a prior 72 hour notice.

(k) To make all disbursements for and on behalf of the Association. Agent shall have no obligation to advance funds to the Board for any purpose whatsoever.

(l) Agent shall not be responsible for the collection of delinquent assessments.

Agent will send out courtesy notices within 60 days of delinquent but in accordance with the law, any owner who is sixty (60) days delinquent in the payment of any fees, costs, fines, charges or assessments may be referred to the Association Attorney for collection per Collection Policy of Association.

(m) To maintain a current record of each Homeowner including contact information, any amount of assessment due and amount(s) paid.

(n) To attend four (4) regularly-scheduled meetings with the Board, which includes the Annual meeting. Meetings over two (2) hours in length will be billed at \$100.00 per hour (prorated in quarter hours) for the portion of the meeting that exceeds two (2) hours. Additional Board and committee meetings will be at the consent of the Agent and at the request of the Board, and billed to the Association at a rate of \$100.00 dollars per hour (billed in fifteen (15) minute increments) port to port for additional meeting. With the prior approval of the Property Manager and Agent, meetings held between 5:00pm Friday and Sunday night will be billed to the Association at \$150.00 per hour (billed in fifteen (15) minute increments) port to port. See SECTION 5 below.

(o) To maintain checking and reserve accounts at the direction of the Board. To deposit all assessments and receipts collected by Agent for Association in a separate account(s) in a federally-insured bank or savings and loan at the direction of the Board. Account(s) shall be separate from Agent's account(s) with all interest (if any) to be applied to the Association. Association will not have ability or authority to select financial institution for operating account(s).

(p) To make recommendations to the Board from time to time as to the administration and maintenance of the Association affairs and property.

(q) To prepare in writing for each Board meeting a management report containing a summary of business being conducted on behalf of the Association.

(r) To assist the Board in the preparation and publication of a newsletter and supervise its distribution at an additional cost to the Association.

SECTION 4. RESPONSIBILITIES AND UNDERTAKINGS OF AGENT – SSA ADMINISTRATION

(a) To participate in a pre-maintenance start up meeting (spring) with the landscape maintenance contractor, and any other contractor or subcontractors and City staff to review specific maintenance tasks and formulate a mutually acceptable annual maintenance calendar and schedule for completion of maintenance tasks.

(b) To review Landscape Maintenance Reports submitted by the landscape maintenance contractor, and any other contractors or subcontractors who perform work within the SSA (including but not limited to prairie stewardship, landscape irrigation

system repair and servicing, aquatic algae and rooted vegetation control, pond aerator repair and servicing, and snow removal) for compliance with the maintenance calendar and maintenance specifications.

(c) To provide prompt response to any necessary emergency repairs including arranging for contractors to perform work, securing authorizations to perform emergency repair from the City, follow-up as necessary to ensure completion of work and on-site inspections of work on a daily basis if necessary (generally includes SSA Administrator's direct contact availability during regular business hours on weekdays, and voicemail/pager availability otherwise).

(d) To solicit quotes and contract for any other work or repairs not covered by the landscape maintenance services contract at a price acceptable to the City and through coordination with the Community Development Director.

(e) To review of all invoices (payables) submitted by the landscape maintenance contractor, and any other contractor or any subcontractor, and forward invoices to the City's Community Development Director for payment together with recommendations regarding payment.

(f) To coordinate with the City's Public Works Department staff on all repair work on SSA Project Amenities located within public street rights-of-way and any of the Fisher Farms storm water retention basins.

(g) To prepare by November 1st of each year a list of any maintenance items, tasks, projects, repairs, replacements, or any other work not included in the Landscape Management Services Contract that has been requested by residents or others for consideration by the City for inclusion in the following year's SSA budget.

(h) To provide copies of significant correspondence pertaining to SSA Project Amenities Maintenance to the City and the Board, and communicate with the City and the Board as otherwise appropriate to keep them informed on SSA Project Amenities Maintenance activities.

(i) To coordinate with the City and the Geneva Park District on snow removal and mowing activities on the portion of the NICOR bike path located in the vicinity of the Fisher Farms Residential Development, as well as the snow plowing of the bike path located on the south side of Border Road which runs west from Fisher Drive to the NICOR bike path.

(j) To submit monthly invoices to the Community Development Director for services provided (SSA administration).

(k) Any other duties and responsibilities as reasonably assigned by the City and agreed to by Agent.

SECTION 5. ADDITIONAL PROVISIONS

(a) In discharging its responsibilities under this Agreement, the Agent shall not make any expenditure nor incur any non-reoccurring obligation exceeding one thousand dollars (\$1,000.00) which is not specifically included in the Board approved budget without the prior consent of the Board. However, in the event of an emergency, endangering life, property, or the suspension of essential services, Agent may use reasonable judgment to incur any expense or contractual obligation in excess of said amount. Agent shall make every effort to contact the President or other Director of the Association prior thereto.

(b) Management services performed by the Agent shall be performed as Agent of the Association, and all obligations or expenses incurred within the scope of those duties shall be on behalf and account of the Association and at the expense of the Association pursuant to this Agreement.

(c) The Agent shall not be responsible for the compliance of the Association or any of its property with the requirements of any ordinances, laws, rules, or regulations of the county, state, township, or federal government except to notify the Board of any complaints, warnings, notices, or summonses received relating to such matters. The Board represents that to the best of its knowledge the Association is in full compliance with all ordinances, laws, rules, and regulations.

(d) The Agent does not have the duty, and nothing in the Agreement will obligate Agent, to provide professional advice or opinions outside the scope of normal and traditional property management services, or beyond the terms of this Agreement. Agent will act as liaison to outside professionals such as attorneys, engineers, insurance brokers, accountants and other professional advisors, as directed by the Board. Agent will not be responsible or liable for any advice or opinions rendered by Agent that is outside the scope of normal and traditional property management, nor will Agent be liable or responsible for the advice the Board receives from other outside professions. All expenses and costs associated with any outside professionals retained by the Association at the Board's direction shall be the sole expense of the Association.

(e) It is expressly understood and agreed that all obligations of the Association to maintain insurance, all indemnifications and all obligations concerning defense of Agent (and the costs thereof) set forth in this Agreement shall survive any termination or expiration of the Agreement through the term of this Agreement.

(f) It is expressly understood that in the event that the Association and/or City requests the Agent to perform Management services not provided for herein, or not directly related to the common area(s), or to implement substantial changes in management functions not anticipated at the inception of this Agreement which would require additional management supervision or additional expenditures of time, the Board shall pay the Agent additional compensation for time and materials at a mutually

agreed upon rate or flat fee.

(g) Agent agrees to provide and maintain, during the term of this Agreement, general liability, worker's compensation and employee dishonest/fidelity coverage for itself and its employees.

SECTION 6. COMPENSATION

(a) The Fisher Farms Master Association agrees to pay the Agent for management services a management fee sum as follows:

January 1, 2017	December 31, 2017	\$14,280.00/year	\$1,190.00/month
January 1, 2018	December 31, 2018	\$14,280.00/year	\$1,190.00/month
January 1, 2019	December 31, 2019	\$14,280.00/year	\$1,190.00/month

This is a three (3) year Agreement.

(b) The City of Geneva Special Service Area #16 agrees to pay the Agent for SSA Administrator services a management fee sum as follows:

January 1, 2017	December 31, 2017	\$10,999.92/year	\$916.66/month
January 1, 2018	December 31, 2018	\$10,999.92/year	\$916.66/month
January 1, 2019	December 31, 2019	\$10,999.92/year	\$916.66/month

This is a three (3) year Agreement.

(c) Agent will, notwithstanding the provisions of this Agreement to the contrary, the obligation of City to pay the Agent shall be subject to the City's receipt of funds from the levy of special service area taxes under City of Geneva Special Service Area No. 16 and in no event shall this Agreement be considered an obligation of the general fund of the City.

(d) There is no charge for normal photocopy and clerical services.

(e) On a quarterly basis check stock will be billed at \$.10 per check written.

(f) On a quarterly basis postage will be billed at \$0.49 plus the actual cost of postage to the Association for every piece of regular (#10 envelope) mail sent and 0.53 for oversized (5x7, 9x12, 10x13 envelopes) mail sent. Agent will supply a postage log with the quarterly billing.

(g) The Association will also be responsible for direct printing costs including, but not necessarily limited to, custom #10 solid and window envelopes, #9 bank return

envelopes, postcards, large job photocopying, and any custom stationery.

(h) Agent will charge \$100.00 for every account that is required to be turned over to Association's attorney for the collection of delinquent assessments at direction of the Association. This fee will be charged to the Association and billed to the owner's assessment account.

(i) Appearances in court on behalf of the Association will be billed at \$75.00 per hour (billed in fifteen (15) minute increments) port to port. This fee will be billed to the Owner (if allowed by the declaration) if the court appearance was necessary because of a delinquency.

(j) Forcible Entry and Detainer actions will be billed to owner at a flat fee of \$100.00 for a scheduled eviction that does not occur, and an additional \$200.00 for an eviction that actually does occur. This fee will be charged to the Association and billed to the owner's assessment account.

(k) Any capital project, improvement or insurance loss that is outside routine maintenance and/or replacement will be considered an extraordinary project. In the event the Association and/or City directs Agent to perform services including overseeing and inspecting the work product of those individuals and/or entities performing construction service for such an extraordinary project, then Association and/or City will pay Agent a mutually agreed to negotiable fee equal to 5%-10% of the total project cost as compensation for securing bids, overseeing project and administration. A capital project or improvement is a relatively large expense to improve, replace or create part of the common area(s) that has a useful life over three (3) years. Routine maintenance and operating items are not a capital improvement.

(l) To facilitate a special assessment charge to the homeowners for the Association, the Agent and the Association will negotiate a one-time fee to administer the special assessment.

(m) At the request of the Association, if Agent is asked to aid in the facilitation of securing FAA financing or obtain a bank loan a fee of \$1,000.00 will be due and payable to Agent when project commences. In addition, Agent shall be paid \$250 to facilitate an audit.

(n) At the request of the Association, if Agent is required to maintain leases for leased homeowner units, Agent shall be entitled to charge \$50.00 per unit per year for each lease maintained. This fee will be billed to the Owner and collected by the Association to be paid to Agent.

(o) At the request of the Association, if Agent is required to maintain Certificates of Insurance for homeowner units, Agent shall be entitled to charge \$20.00 per unit per year, billable to Association.

(p) In addition to the monthly management fee provided in this Agreement, if at the request of the Association, Agent is required to lease and manage leased unit(s) which the Association has taken legal possession of via a forcible entry and detainer, Agent shall be entitled to fees as follows:

(1) For services rendered in securing a new tenant and Leasing of unit in possession of the Association, Agent shall be entitled to receive an additional fee of fifty percent (50%) of first month's rent actually received by the Association.

(2) In addition to the fee above, for services rendered in providing rental management of unit, Agent shall be entitled to receive an additional fee of \$100.00 monthly rental management fee for each month that a tenant placed in the unit by the Association is in possession of the leased unit.

These fees will be paid by the Association at the time they are invoiced, but will be billed to the delinquent owner.

(q) The management fee may be automatically deducted from the Associations checking account on a monthly basis. In addition, common area utility fees may be automatically deducted from the Associations checking account, if applicable.

(r) The Agent has the right to charge a fee for completion of resale/refinance documents or transfer fees requested by buyers or sellers. These fees will be charged directly to the requesting party. If such fees are not paid to Agent prior to or at closing/refinance, the Association will pay the fee and seek reimbursement from the buyer/seller.

(s) Agent will store necessary records of the Association at no charge. Any boxes stored which are over seven (7) years old may be discarded by the Agent. There will be a \$1.00 per month per box charge for all boxes the Agent is required to store by Association that are outdated, unnecessary or over seven (7) years old. Agent will inform Association in advance of storage costs.

(t) The fee for facilitating an audit of the Association will be \$200.00 when done onsite and \$100.00 when done offsite.

(u) The fee for facilitating an agreement between the Association and a cable services company will be equal to five percent (5%) of the agreement total.

(v) The fee charged to owners or those designated by the Board to review records of the Association will be \$50.00 per hour, including preparation time.

(w) Additional management staff to attend a meeting at the request of the Board will be billed at \$50.00 per hour (billed in fifteen (15) minute increments) port to port.

(x) Agent will charge a fee of \$150.00 for coordinating the winterization of vacant

units (if any). The fee will be charged to the Association and billed to the owner's assessment account for reimbursement to the Association.

(y) With the prior approval of the Agent, meetings held between 5:00 p.m. Friday and Sunday night will be billed to the Association at \$150.00 per hour port to port. See SECTION 3.

SECTION 7. GRATUITIES

(a) Agent warrants that neither it nor any of its employees, agents or representatives, has offered or given any gratuities toward any Board member, City of Geneva representative or owner with a view towards securing this Agreement.

SECTION 8. 24 HOUR EMERGENCY SERVICE

(a) Agent will provide a phone number for use by members of the Association for emergencies 24 hours per day. In addition, Agent will maintain reasonable office hours.

(b) The Agent will use its best efforts to determine if any reported problem is the responsibility of the Association or individual owner. If it is not clear on whom the responsibility for the problem rests, Agent shall have the authority to resolve problems, maintenance requests, and other as per Agent's best judgment.

SECTION 9. NON-ENGAGEMENT OF EMPLOYEES OF AGENT

(a) During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, the Association hereby agrees not to, directly or indirectly through the engagement of another management company, hire, engage, or consult in any way with any past or present employee of Agent where the current or past employee of Agent is/was employed during the term of this Agreement.

SECTION 10. MINUTES

(a) The Agent will have no responsibility to take minutes or act as scribe unless negotiated by both parties for an agreed upon fee.

SECTION 11. TERMINATION

(a) Any parties may terminate this Agreement upon ninety (90) days prior written notice to the other without cause. Upon termination, Association/SSA agrees to pay Agent one (1) month management fee as a penalty for termination. This sum shall be due and payable upon termination notification.

SECTION 12. NOTICES

(a) Any notice to be served hereunder shall be in writing and shall be mailed by certified or registered mail, addressed in the case of each party as follows:

ASSOCIATION:

To the President of the Association Board at their business or home address

Arney Silvestri
234 Planters Row
Geneva, IL 60134

CITY:

David DeGroot, Community Development Director
City of Geneva
22 S. First Street
Geneva, IL 60134

AGENT:

Baum Property Management
P. O. Box 46
Aurora, IL 60507

or at such other place as a party hereto may designate in writing.

SECTION 13. ENTIRE AGREEMENT

(a) This Agreement constitutes the entire Agreement between both parties hereto in respect of the subject matter hereof, and supersedes and cancels all previous agreements, proposals, negotiations, commitments, and writings in respect to such matter. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by in writing signed by a duly authorized officer of each of the parties hereto. THIS AGREEMENT SHALL BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF ASSOCIATION AND THE SUCCESSORS AND ASSIGNS OF AGENT.

SECTION 14. WAIVER

(a) The waiver by either party hereto of any default or breach of any provision hereto by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

SECTION 15. TERM

(a) The Association and the City agree to employ Agent as its exclusive managing agent for the Property and Agent agrees to manage the Property as the agent of the Association, for a term commencing on the 1st day of January 2017, and ending on the 31st day of December 2019. Agent is being employed and retained as an agent of the Association and not as an independent contractor. This is a three year agreement.

(b) The term of this Agreement shall automatically renew on January 1, 2020 and each subsequent year on January 1 for a one (1) year term with three percent (3%) increase based on the most recent management fee paid and all terms and conditions of the most recent executed management agreement remain in full effect and force unless cancelled in accordance with Section 10(a) of this Agreement, or unless cancelled by either party effective as of the expiration of the term of this Agreement, upon written notice of such party's intent to terminate the Agreement served not less than sixty (60) days' prior to the expiration of the term.

SECTION 16. ENFORCEMENT

(a) In the event either party brings an action to enforce the terms of this Agreement against the other party, and said party is found by a court to have breached this Agreement, then the breaching party shall be liable for the reasonable attorneys' fees and costs incurred by the party bringing such action to enforce the terms of this Agreement.

(b) Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement or breach of any duties hereunder may be settled by Arbitration in accordance with the Commercial Arbitration Rules of the U. S. Arbitration and Mediation, Midwest (USA&M) or the American Arbitration Association (AAA). All hearings will be within a ten (10) mile radius of Aurora, Illinois before an Arbitrator who is a licensed attorney with at least fifteen (15) year experience in commercial law. A judgment upon the award rendered by the Arbitrator shall be entered in a court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. Seq.) shall govern all arbitration and confirmation hearings. As a condition precedent to the filing of arbitration claim, the parties first agree to mediate any claims between them at USA&M or AAA. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The parties will share the cost of mediation equally. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive either party's right to compel arbitration of any dispute. The parties agree to also meet and negotiate in good faith in order to resolve any disputes which may arise between them.

SECTION 17. GOVERNING JURISDICTION AND VENUE

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and the United States of America, and the parties agree that jurisdiction over this Agreement shall be in the Illinois Circuit Court, Sixteenth Judicial

Circuit, Kane County, Illinois.

SECTION 18. COMPLIANCE WITH ALL LAWS

(a) The Association and Agent agree to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government, department or officer with respect to the operation of the Association, including, but not limited to, the Illinois Common Interest Community Association Act, the Illinois General Not-For-Profit Act, the Declaration, the By-Laws, and any rules and regulations of the Association.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first above written.

ASSOCIATION:
Fisher Farms Master Association

AGENT:
Baum Property Management

By: _____
Arney Silvestri, President

By: _____
Michael D. Baum, President

Date: _____

Date: _____

By: _____
Scott Simpson, Secretary

Date: _____

CITY OF GENEVA:

By: _____

Attest: _____

Date: _____



MUTZ LANDSCAPE, INC

P.O. Box 802
West Chicago, IL 60186

I'd like to thank you for the opportunity to present the attached proposal for your review and consideration.

This proposal defines the scope of work to be performed at stated location, and details the cost(s) associated to complete each line item.

If the specifications, conditions, and pricing are satisfactory, we would welcome the opportunity to render the service(s).

Your time is appreciated and we look forward to providing the quality of service that lends itself to a long-term relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Mutz', with a long horizontal flourish extending to the right.

Tim Mutz
Owner

“WE TREAT OUR CUSTOMERS AS WE LIKE TO BE TREATED”

HONEST WORK AT HONES PRICES

MUTZ LANDSCAPE, INC

PO Box 802
West Chicago, IL 60186



Spring Clean-Up:

- All debris picked-up and disposed of – accumulated over winter.
- Clean and cultivate all shrub beds and tree rings.
- Trim shrubbery and evergreens as required.

Weekly Maintenance / Mowing:

- Turf shall be cut at a height of 2” – 3” as conditions dictate.
- Mowing equipment and patters shall be employed to permit recycling of clippings where possible and present a neat appearance.
- Blades on all equipment shall be sharp to prevent tearing of grass blades.
- Trim areas inaccessible to mowers with line trimmers.
- Blow walks and parking lots clean of clippings and debris.
- Pick up debris weekly.

Weed Control:

- Beds will be inspected weekly for weed material
- Weeding of beds will be accomplished through hand pulling and cultivation.

Fertilizing:

- Fertilize all shrubs / evergreens once per season with a granular fertilizer.
- All turf areas to be fertilized three times with a granular fertilizer totaling approximately 3-lbs. of nitrogen per 1,000 sq. ft. per season.
- First application will include pre-emergence crab-grass control.

MUTZ LANDSCAPE, INC

PO Box 802
West Chicago, IL 60186



Shrubs, Evergreen and Ground-Cover Beds:

- All beds shall be cultivated and weeded throughout the season to maintain a neat and weed-free appearance.
- All shrub and evergreen beds shall be trimmed and pruned twice per season to remove dead or damaged branches.
- All ground-cover beds shall be trimmed to a uniform height throughout the season to keep a presentable appearance.
- Formal hedges shall be pruned twice per season.
- Fertilizer and pre-emergence weed control shall be applied to all beds once per season.
- Turf adjacent to beds shall be edged three times per season to present a neat appearance.

Trees and Lawn Evergreens:

- All trees and lawn evergreens shall be spot pruned to remove dead or damaged branches. More extensive tree services are available upon request at additional cost.
- A cultivated and edged ring shall be maintained at the base of all lawn trees where applicable, three times per season.

Fall Clean Up:

- Final clean-up of shrub beds, debris, and leaves.
- Final mowing to correct winter height
- Clean all walks and parking areas of debris and remove all debris.

Contingencies:

- It should be noted that unforeseen and unpredictable occurrences such as turf disease, storm damage, vandalism, dumping, insect infestation, and tree disease sometimes occur and repair of such is not included in this proposal. We will make every effort to taken note of such during the course of regular maintenance, report them, and if requested, respond upon written authorization on a time and material basis. However, it is the contractor's responsibility to bring these concerns to the attention of the client. The following operations are a partial list of the types of work not included in this proposal:
 - Repairs to turf, shrubs and trees due to snow damage.
 - Repairs to turf, shrubs and trees due to damage by those other than the contractor.
 - Watering of turf, shrubs, flowers, and trees not covered within this proposal.
 - Insect and disease problems in the lawn.

MUTZ LANDSCAPE, INC

PO Box 802
West Chicago, IL 60186



Miscellaneous:

- Landscaped gravel beds shall be maintained in a neat and weed-free manner.
- Sidewalks, curbs and driveways shall be power edged three times per season.

General:

- All work shall be performed by trained personnel, and chemicals will be applied by licensed personnel
- Materials shall be applied in accordance with manufacturer's directions, with due consideration of the environmental impact of the products selected.
- Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
- Landscape debris shall be removed from the site at the end of each day at no additional charge.
- Certificates of insurance will be provided upon request. We carry worker's compensation and liability insurance.
- Should local watering restrictions require night watering, an additional charge per man hour will be made.
- All water shall be provided by the owner with adequate silcox and/or hydrants provided.
- Mulch additional cost
- If performance bond needed/ will be billed back to City of Geneva.

*** If performance bond is necessary-cost of bond will be added to contract.

*** There is no mulch included in this proposal.

*** 12 month debris & litter removal included, with emphasis on debris and litter pick up around the ponds.



MAINTENANCE CONTRACT

No. 5739/5
 Date 1/23/2017
 Sheet No. _____

Proposal Prepared for:

Name City of Geneva
c/o Baum property service
 Street 540 W. Galena
Aurora, IL 60506
 City _____ State _____
 Phone 630-897-0500

Work to be Performed at:

Fisher Farms/Geneva, IL
 Street _____
 City _____ State _____

Included in contract cost below:	Your maintenance contract for the <u>2017-2018-2019</u> season <u>April-Nov</u> includes the following work:	Totals
1. <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Cut/trim grass weekly, blow clippings from paved areas 3yr./ 36 Months	\$ _____
2. <input checked="" type="checkbox"/> <input type="checkbox"/>	Spring clean up: includes raking of leaves, debris pick-up	_____
3. <input checked="" type="checkbox"/> <input type="checkbox"/>	Edging walkways/ curbs (twice yearly)	_____
4. <input checked="" type="checkbox"/> <input type="checkbox"/>	Trim bushes, trees (up to 8' from ground)	_____
5. <input type="checkbox"/> <input checked="" type="checkbox"/>	Install mulch in bed areas (Please inquire: quality of mulch will determine cost)	_____
6. <input type="checkbox"/> <input checked="" type="checkbox"/>	Install Spring/ Fall flowers (per flat)	_____
7. <input checked="" type="checkbox"/> <input type="checkbox"/>	3 step fertilization program for turf areas \$ Included per application. Total:	_____
8. <input type="checkbox"/> <input checked="" type="checkbox"/>	Core-aeration (Once in fall)	_____
9. <input checked="" type="checkbox"/> <input type="checkbox"/>	Debris pick-up/ disposal in turf/ bed areas (weekly) / Ponds also included*	_____
10. <input checked="" type="checkbox"/> <input type="checkbox"/>	Weeding of planting beds (4 times per year)	_____
11. <input checked="" type="checkbox"/> <input type="checkbox"/>	Cultivation of bed areas (twice yearly)	_____
12. <input checked="" type="checkbox"/> <input type="checkbox"/>	Fall clean-up (1 visit)	_____
13. <input type="checkbox"/> <input type="checkbox"/> *	Other <u>****Please see snowplowing spec. on following page</u> <u>****Please see detailed description</u>	_____
Certificate of Insurance available upon request on following pages		Total cost per month \$6,672.50 monthly

Please circle and initial #'s 1-13 if additional services are wanted and sign and date below. for 36 Months;

THANK YOU FOR YOUR BUSINESS!

Payments to be sent at the end of each month. All invoices are **NET 30 DAYS.**
 \$15.00 late charge if payment is not received within 30 days of invoice date.

\$53,380.00 yr

Any alteration or deviation from above specifications involving extra costs. will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by:

Erie Insurance/The Hartford

Respectfully submitted [Signature]

Note: this proposal may be withdrawn by us if not accepted

within 30 days

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.

Signature _____

Signature X

Date X

SPECIAL CONDITIONS

CITY OF GENEVA FISHER FARMS SPECIAL SERVICE AREA SCOPE OF SERVICES FOR LANDSCAPE MAINTENANCE (2017, 2018 & 2019)

GENERAL OBJECTIVES

The objective of these specifications is to describe the workmanship and materials necessary to provide a first class, high quality landscape environment for the delineated maintenance area of the Fisher Farms Special Service Area (SSA). All work done under this contract must be performed in a manner acceptable to the SSA Administrator.

GENERAL PROVISIONS

A. Reporting

The Contractor shall provide (e-mail is acceptable) a weekly report/update of all maintenance activities for the prior week. In addition, the Contractor shall submit to the SSA Administrator a monthly maintenance summary along with the monthly invoice for services rendered.

B. Schedule/Completion

The work shall be done at specific times as approved by the SSA Administrator. The Contractor shall prepare and submit to the SSA Administrator a calendar style maintenance schedule to include all maintenance tasks specified within this contract. Once the landscape maintenance services are initiated, the Contractor shall adhere to the maintenance schedule regardless of any obstacles (weather, manpower shortages, etc.). Deviations from this schedule may be permitted only with the approval of the SSA Administrator.

D. Monday through Friday Work Week and Weekend Work

Scheduled work shall be completed during a Monday through Friday workweek. Work shall not be performed before 7 a.m., nor after 5 p.m. on each workday. If inclement weather conditions prevent the completion of scheduled maintenance during the Monday through Friday workweek, scheduled work must be completed on the following weekend.

E. Inspection

The Contractor shall conduct his work in full cooperation with SSA Administrator, and shall so schedule his work to have the work take as short a time period as possible.

F. Taxes

Unit prices bid herein shall include all applicable taxes. The City of Geneva is tax exempt.

G. Approval of Subcontractors

The City of Geneva reserves the right to approve all subcontractors working under this contract. The City of Geneva reserves the right to reject any or all subcontractors.

GENERAL SERVICES

Clean up (policing) of landscaped grounds within the delineated SSA maintenance area to remove miscellaneous debris, branches, etc., shall be done **weekly** during the period of the maintenance contract. Policing of the landscape grounds shall include any foreign debris at the water's edge of ponds and onto the pond shelf for a distance of six feet out into the water surface.

SPECIFIC SERVICES – LAWN**A. Spring Clean-Up**

Spring clean up is to be completed as soon as weather and ground conditions permit and no later than May 15th of the contract year. Spring clean up to include the following activities:

1. Hand rake sodded turf areas of development as needed.
2. Hand rake, blow or remove (as appropriate) leaves and debris from rock and shrub beds.
3. Remove all debris and leaves from development. Do not use any part of the Fisher Farms Development for disposal of debris.
4. Sweeping/blowing of drives, walks, walkways and steps of landscape debris.
5. Remove all weeds in shrub beds and tree rings.
6. The Contractor must re-establish edges around all shrub beds and tree rings.
7. Cultivate all mulched beds and tree rings.
8. Check for a 3" mulch depth around all shrub beds and tree rings, and provide additional mulch where needed to maintain the 3" depth.
9. Prune all dead or damaged limbs/branches from shrubs and bushes.

B. Mowing

1. All mowing shall be done in a neat and orderly manner. Equipment shall be moved onto and off the area in such a manner that will minimize tracks or marks that will detract from the finished turf.
2. All turf areas will be mowed evenly, as needed, to maintain a height of three to three and one-half (3 to 3-1/2) inches. This shall be interpreted to mean weekly maintenance except in those weeks where the turf does not reach a minimum of one (1) inch growth from the prior week's cutting. The end of the week shall be considered Friday, at 5:00 p.m. If, due to weather conditions, the grass must be cut on weekends to complete the weekly cutting schedule, this must be approved by the SSA Administrator.
3. Mowers shall be kept sharp and in good adjustment at all times during the mowing. The grass must be cut evenly so that no ridges remain in the finished cut.
4. All mowing equipment shall be operated in a manner that will prevent damage to trees, shrubs and other property from collision. Any damage will be paid for by the Contractor.
5. All turf areas adjoining hard surfaces, obstructions and cultivated areas shall be kept neat by edging and/or trimming.
6. All grass clippings and debris, whether from mowing or edging, shall be removed from the sidewalks, streets and entrances at the time of each cutting.

No debris shall be placed in the Association's garbage container for disposal.

7. All clippings that do not dissipate into the turf and cause an unsightly appearance as a result, must be removed from the site.
8. Edges around buildings, foundations, trees, shrubs beds, groundcover beds, fences, hydrants, utility poles, signposts, lights posts, curb sides, sidewalks and other flush paved surfaces shall be neatly edged or trimmed to the same height as the mowed turf area. String trimmers shall not be used to trim around tree trunks.

It must also be noted that any cables, wires, etc. not buried to specification (at least 6") will be the responsibility of the appropriate entity in the case where they may be damaged while the Contractor is carrying out contracted services such as spade edging of beds, edging of walks, cultivation, etc. The SSA Administrator shall be promptly notified of any cables, wires, etc. not buried so that arrangements can be made to resolve these problems.

C. Fertilizing & Weed Control

1. All lawn areas shall be fertilized three (3) times during the total season at a minimum of 3.5 lbs. of active ingredients per 1,000 square feet. The fertilizer to be applied must carry a ratio of 8-1-3 nitrogen, phosphorous and potassium, or

- similar analysis. All lawn areas shall receive three (3) applications of broadleaf weed control. Each weed control application shall have any combination of products to contain the following: 1.37 lb. MCPA per acre, 0.55 lb. MCPP per acre, and 0.15 lb. Dicamba per acre, or equivalent. All applications of chemicals shall be at the manufacturer's recommended rate and applications to be applied by an Illinois Licensed Applicator and flagged per state regulation as follows:
- a. March/April/May – Liquid pre-emergent crab grass control, broadleaf weed control and premium grade fertilizer.
 - b. June/July/August – Premium grade fertilizer and broadleaf weed control
 - c. September/October – Premium grade fertilizer and broadleaf weed control.
2. Material Safety Data Sheets for all chemicals to be used shall be submitted to the SSA Administrator.
 3. During spraying operations, the Contractor shall exercise caution regarding wind drift, weather conditions and proper chemical dilution to assure the safe and effective application of all chemicals. Turf, groundcover, trees or shrubs damaged as a result of these applications shall be replaced at the Contractor's expense and at the time directed by the SSA Administrator.
 4. Timing may be adjusted to meet horticultural conditions and as approved by the SSA Administrator. The Contractor shall notify the SSA Administrator of the actual date the material is to be applied.
 5. Turf, groundcover, trees, and shrubs damaged as a result of applying lawn fertilizer must be replaced at the Contractor's expense and at the time directed by the SSA Administrator.

D. Sidewalk Edging

Complete edging of grass adjacent to all sidewalks and bike paths shall be performed at least three (3) times during the season. The work shall be performed from May through September.

E. Lawn Aeration

All turf areas shall be mechanically aerated one (1) time each year (October/November).

F. Maintenance of No Mow natural areas planted in prairie plants

No mowing shall be performed within delineated *No Mow* (planted prairie zones) of the site (includes the west perimeter pond side slope to Basin N – see map). A separate contractor will be hired by the SSA Administrator to maintain the *No Mow* area.

G. Fall Clean-Up

To be completed by the end of the landscape maintenance season, weather permitting:

1. Raking of leaves and debris as required around buildings.
2. Last mowing to be cut at 2-1/2 inches.
3. Sweeping/blowing of sidewalks and guest parking areas of landscape maintenance related debris.
4. Removal of debris and leaves from the landscape grounds.
5. Additional clean-up can be completed on a time and material basis after the contract expires, if required or requested.
6. When necessary, large accumulations of leaves shall be removed prior to each mowing.

SPECIFIC SERVICES – PLANTING BEDS**A. Bed Care**

1. Pre-emergent and/or weed control in the planting beds shall be accomplished one (1) time each season. The herbicide will be applied at the manufacturer's recommended rate.
2. Spot weeding of plant beds shall be done by hand pulling or cultivation as needed.

April/May	- Cultivate, weed inhibitor and edge beds.
June, July, August	- Maintain bed edges and weed beds.
September	- Cultivate beds, edge beds

3. Groundcover & Perennials beds shall be maintained as follows:
 - a. Cleaned of debris as part of spring clean-up. Ornamental grasses will be cut to crown level.
 - b. Groundcover will be trimmed twice (2 times) per season.
 - c. Applicable perennials shall be trimmed and removed at the plant crown in fall.
4. Annual planting beds will be weeded and cultivated as above. Planting of annual flowers and additional maintenance such as fertilization, watering, general maintenance (dead heading) and removal of spent annuals will be quoted under a separate proposal and implemented upon managing agent's approval.

5. Small red flags shall be provided by the contractor for individual homeowner's beds to indicate exclusion to the contractor's bed care service, where necessary.

B. Pruning – Shrubs and Hedges up to 6 Feet in Height

1. All deciduous and evergreen shrubs shall be trimmed each growing season at the proper time of the year for the specific species and variety of each plant to achieve the following:
 - a. Remove dead, diseased or injured wood.
 - b. Retain the individual plant's existing plant form symmetry and conformation and prune to eliminate branches, which are rubbing against structures, i.e. buildings, A/C units etc.
 - c. Assist the plants in maintaining and improving their natural size, shape, scale and conformation in the total landscaped picture of which they are part.
2. Deciduous and flowering shrubs shall be properly pruned and thinned immediately after the blossoms have cured, with top pruning restricted to shaping the terminal growth, removal of interfering branches and control of the height of the plant.
3. Hedges, both evergreen and deciduous, shall be trimmed (sheared) two (2) times per season during the months of June and August.
4. Dormant and/or rejuvenation pruning can be done at an additional charge during the winter months.
5. Small red flags shall be provided by the Contractor for individual homeowner's beds for exclusion of all bed care service by the Contractor.

C. Insect and Disease Control

If it is necessary to spray or treat for a specific disease or insect infestation, the Contractor shall notify the SSA Administrator of the location and the plants in need of treatment. If a widespread insect or disease problem occurs throughout the site and extensive areas of plant material needs treatment, chemical applications shall only be conducted when authorized by the SSA Administrator. Insecticides and fungicides shall be applied by a licensed operator and a copy of the operator's application license shall be required.

SPECIFIC SERVICES – TREES UP TO 10 FEET IN HEIGHT

A. Fertilizer

All trees shall be fertilized once during early spring with granular fertilizer.

B. Pruning

1. All trees shall be pruned to eliminate dead, diseased or damaged wood and to remove “suckers”.
2. Any trees being shaped at the top or exceeding 10 feet shall be charged on an individual basis with approval from the SSA Administrator.

C. Insect and Disease Control

If it is necessary to spray or treat for a specific disease or insect infestation, the Contractor shall notify the SSA Administrator of the location and the plants in need of treatment. If a widespread insect or disease problem occurs throughout the site and extensive areas of plant material needs treatment, chemical applications shall only be conducted when authorized by the SSA Administrator. Insecticides and fungicides shall be applied by a licensed operator and a copy of the operator’s application license shall be required.

SPECIFIC SERVICES – OTHER**A. Hand watering of landscaped islands at neighborhood entrances**

The landscaping islands at the entrances to neighborhoods along Fisher and Heartland Drives are not within the coverage watering spray of any landscape irrigation system. Periodically check moisture condition of the planting beds in the islands and water as necessary to maintain proper plant growth and high quality appearance. Hand watering is considered additional work, and shall be authorized by the SSA Administrator at a price that is mutually agreed to by SSA Administrator and the contractor.

B. Perennial Plant Maintenance

All perennial plants shall be cut back during the last two weeks in October to a height that is appropriate and suitable to the plant species.

C. Snow Removal (sidewalks and bike paths along Fisher and Heartland Drives)

The Contractor shall remove snow and conduct de-icing operations on sidewalks and bike paths located along Fisher and Heartland Drives, whenever a snowfall event produces 3 inches or more of snow accumulation. A magnesium or sodium chloride blend (granular pellets) shall be used for all deicing operations. Snow removal and/or de-icing operations shall be completed within 6 hours after snowfall has stopped.

CLEANING

Walks, patios and driveways shall be kept clean and free of landscape maintenance related debris each day maintenance work is performed.

ADDITIONAL SERVICES

Any additional work that has been approved and authorized by the SSA Administrator will be performed at an agreed upon price between the City and the Contractor hourly rate.

INSURANCE

The Contractor shall keep insurance in force at all time during the performance of the contract and shall furnish to the City the original certificates of insurance naming the City of Geneva and the SSA Administrator as additionally insured and documenting the following minimum coverages:

General Public Liability and Property Damage Insurance with a limit of liability of not less than \$1,000,000.00 for all damages because of bodily injury sustained by each person as a result of each occurrence.

A limit not less than \$1,000,000.00 for all damages because of property damage as a result of each occurrence.

Workman's Compensation Insurance with limits prescribed by the law of the State of Illinois.

COMPENSATION

The Contractor shall submit an itemized invoice at the end of each month.

Payment will be within thirty (30) days net upon receiving the monthly invoice. The City reserves the right to hold monthly payment until all contract special conditions are performed in strict accordance of this contract.

AWARD

It is the City's intention to award a contract for years 2017, 2018, and 2019.

TERM

The contract period will be for 2017, 2018 and 2019 April-November.

PRICE

2017 - \$53,380.00

2018 - \$53,380.00

2019 - \$53,380.00

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of June 2017 by and between the City of Geneva organized and existing under and by virtue of the laws of the State of Illinois, known as the party of the first part, hereinafter designated as the Owner, and

his or their executors, administrators, successors or assignees, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract and agree with the said Owner for and in consideration of the payments and agreements provided in the proposal hereto attached, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified.

The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications and the plans, which plans are signed and accompany this contract and these specifications. The specifications and plans prepared by the said Owner are intended to cooperate and all specifications, plans, drawings and prints furnished by the Contractor shall cooperate herewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans drawings or prints, the same as though the work was contained and described in all.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City Council and their properly authorized agents, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The City Council shall have full power to reject or condemn all materials furnished or work performed under this contract, which in their opinion, do not conform to the spirit and to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Owner and said Contractor that the City Council shall determine all questions in relation to the work and the construction thereof, and they shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor, and their estimate and decision shall be final and conclusive; and such estimate and decision, in case any question may arise, shall be a condition precedent to the right of said contractor to receive any money or compensation for anything done or furnished under this contract.

The said Contractor further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials, and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans, and specifications and the requirements of the City Council under them.

The said prices shall cover the cost of all plants and tools and of the work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented material, appliances and processes used in the work performed, tools and plant employed, and materials and labor furnished hereunder and against all claims for patents, patented materials, appliances and processes used in or on account of the work under this contract.

The Contractor agrees to pay all laborers, workmen and mechanics performing work under this contract not less than the current prevailing rate of wages and to post such wage rates in a prominent and easily accessible place at the work site.

It is also understood and agreed that the Special and General Provisions, Specifications, Proposal, Contract Bond and Plans for City of Geneva 2017, 2018 and 2019 Fisher Farms Special Service Area #16 Landscape Maintenance, dated _____ hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

CONTRACT

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have set their hands and seals.

For the City of Geneva
Party of the First Part _____

By _____
Mayor

For the Contractor
Party of the Second Part _____

Corporate Name (If a Corporation)

By President, Party of the Second Part

Attest:

City Clerk

(If a Co-Partnership)

(SEAL)

(SEAL)

Secretary (Corporate Seal)

''''''

Partners doing business under the firm *name* of

(SEAL)

Party of the Second Part

(SEAL)

(If an Individual)

CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we _____
 a corporation organized under the laws of the State of _____
 in the State of Illinois, as Principal, and _____ a corporation
 and existing under the laws of the State of _____, with authority to do business in the
 State of Illinois, as Surety, are held and firmly bound unto the City of Geneva, State of Illinois in
 the penal sum of _____ dollars (\$ _____), lawful money of the United
 States, well and truly to be paid unto said City of Geneva for the payment of which we bind
 ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said
 Principal has entered into a written contract with the City of Geneva, Illinois, which is a
 municipal corporation and acts through the Mayor and City Council for the construction of the
 work designated

which contract hereby is referred to and make a part of hereof, as if written herein at length, and
 whereby the said Principal has promised and agreed to perform said work in accordance with the
 terms of said contract, and has promised to pay all sums of money due for any labor, materials,
 apparatus, fixtures to machinery furnished to such Principal for the purpose of performing such
 work and has further agreed to pay all direct and indirect damages to any person, firm, company
 or corporation suffered or sustained on account of the performance of such work during the time
 thereof and until such work is completed and accepted; and has further agreed that this bond
 shall inure to the benefit of any person, firm, company, or corporation, to whom any money may
 be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus,
 fixtures or machinery so furnished and that suit may be maintained on such bond by any such
 person, firm, company, or corporation, for the recovery of any such money.

**CONTRACT BOND
(Corporation)**

State of _____

ss.

County of _____

I, _____ a Notary Public in and for said county, in the State
aforesaid, do hereby certify that _____ and _____

to me personally known to be President and Secretary respectively of _____

_____, a corporation, and also known to me to be the persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that as such president and secretary respectively they signed, sealed, and
delivered the said instrument as the free and voluntary act of said corporation, for the uses and
purposes therein set forth, and that they were duly authorized to execute the same by the board of
directors of said corporation.

Given under my hand and Notarial seal this _____ day of June, 2017

Notary Public

State of _____

ss.

County of _____

I, _____ a Notary Public in and for said county, in the State

aforesaid, do hereby certify that _____, who is personally known to
me to be the same person who signed the above and foregoing instrument as the Attorney in Fact
for _____ appeared before me this day in person and
acknowledge that he signed the name of _____ thereto, as his
Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said
Principal for the uses and purposes therein set forth, and that he executed the said instrument
under authority given him by said Principal.

Given under my hand and Notarial seal, this _____ day of June, 2017

Notary Public

**CONTRACT BOND
(Corporation)**

NOW THEREFORE, If the said Principal shall well and truly perform said work in accordance With the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of construction such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid City of Geneva, Illinois harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____ day of June, 2017

By _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this _____ day of June, 2017

Corporate Name

By _____
President

Attest _____
Secretary

Surety _____ (SEAL)

By _____ (SEAL)
Attorney in Fact

By _____ (SEAL)
Attorney in Fact

CERTIFICATION OF DRUG FREE WORKPLACE

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva sites in accordance with the Drug Free Workplace Act of January, 1992.

Name

Company

Date

**CERTIFICATE OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE**

The undersigned, upon first being duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that _____ (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.

(Name of Contractor)

By: _____
(Title)

Subscribed and sworn to before me

this _____ day of June, 2017

Notary Public

CERTIFICATION FOR CONTRACT

The undersigned, as duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County I Illinois, that regarding this Project known as _____

-
- 1.) The Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva sites in accordance with the Drug Free Workplace Act of January, 1992.
 - 2.) The Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project.
 - 3.) The Contractor is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1 , Illinois Revised Statutes.
 - 4.) The Contractor is not barred from bidding on Contract, or entering into this Contract as a result of violation of either Section 33E--4 or 33E--4 of Chapter 38, Illinois Revised Statutes, 1987(As Amended).

Name

Title

Company

Date

Subscribed and sworn to before me this ____ day of June, 2017

Notary Public