



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of a proposed three year management agreement with Real Manage, LLC. (RML) 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, Community Development Director		
Date:	March 2, 2020		
Please Check Appropriate Box:			
	Committee of the Whole Meeting		Special Committee of the Whole Meeting
X	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: NA			
Estimated Cost: RML - \$11,700.00 /year MLI - \$53,380.00/year		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Real Manage, LLC. (RML), formerly known as Baum Property Management, Inc. 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 price for Mutz services remains the same for 2020, 2021, and 2022, which are unchanged since 2010. The proposed price for Real Manage services are an increase of \$700.08 per year from the previous contract, totaling an additional \$2,100.24 over the three year contract. The FFMA Board supports extension of this agreement for both firms.</p>			
Attachments: (please list)			
Resolution	RML Management Agreement	MLI Agreement	
Voting Requirements:			
<i>This motion requires 6 affirmative votes for passage.</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: (how item should be listed on agenda)			
Approval of extensions of the Fisher Farms SSA Management Agreement with Real Manage, LLC. for 2020, 2021, and 2022 at a cost not exceed \$11,700.00 per year and the contract with Mutz Landscaping, Inc. for 2020, 2021, and 2022 landscape maintenance services at a cost not to exceed \$53,380.00 per year.			

CITY OF GENEVA

RESOLUTION NO. 2020-19

**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 2020, 2021 & 2022 CALENDAR YEARS**

PASSED BY THE
CITY COUNCIL OF THE CITY OF GENEVA,
KANE COUNTY, ILLINOIS
THIS 2ND DAY OF MARCH, 2020

Published in pamphlet form by the authority of the
City Council of City of Geneva this 2nd day of March, 2020.

CITY OF GENEVA

RESOLUTION NO. 2020-19

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 2020, 2021 & 2022 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 Real Manage, LLC. 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 the 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 Real Manage, LLC for SSA management services for the 2020, 2021, and 2022 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 2nd day of March, 2020.

Approved by me as Mayor of the City of Geneva, this 2nd day of March, 2020.

Mayor

ATTEST:

City Clerk

Vote:

AYES:

NAYS:

ABSENT:

HOLDING OFFICE:

Exhibit A

Management Agreement with Real Manage, LLC. 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



[RMI FLC 7.1.19] Agreement and Pricing Template.doc

Fisher Farms Master Association



Management Agreement

This management agreement (this "**Management Agreement**") along with the Standard Terms and Conditions (as amended) and the Service Level Agreement (as amended) set forth the mutual understanding of the **Manager** (as defined in **Exhibit A**) and the **Association** (as defined in **Exhibit A**) with respect to the management of the Association and the common area described in the Association's Organizational Documents (as defined in Section 2) (the "**Common Area**"), and carrying out other duties, all as described below and collectively referred to as the "**Agreement**". The Manager and the Association are referred to in this Agreement from time to time collectively as the "**Parties**" and each individually as a "**Party**."

- 1. Appointment and Acceptance** – The Association hereby engages the Manager as the Association's agent for the purpose of managing the Association, the Common Area and carrying out other specific duties described in this Agreement, and the Manager hereby accepts such engagement and agrees to provide the Services (as defined in Section 4), all subject to the terms and conditions contained in this Agreement.
- 2. Authority; Power** – The engagement contemplated by Section 1 includes the authorization of Manager to act on behalf of the Association and the Board of Directors of the Association (the "**Board**") in any and all matters affecting the management of the Association and the Common Area, subject to the provisions of (i) this Agreement, (ii) the Association's Articles of Incorporation; Bylaws; and Declaration of Covenants, Conditions and Restrictions, in the version most recently received by Manager (including any other documents of similar import, the "**Organizational Documents**"), (iii) any applicable laws and (iv) any written instructions of the Board or the Association's President delivered to Manager subject to the provisions of Sections 1 and 2 of the Standard Terms and Conditions. Both Parties have the power to execute this Agreement and to perform its obligations under this Agreement and both Parties have taken all necessary action to authorize such execution and performance.
- 3. Term** – The term of this Agreement will commence on the date set forth on **Exhibit A** (the "**Commencement Date**") and is for the period indicated on **Exhibit A** (the "**Initial Term**") and will be automatically renewed for sequential terms per **Exhibit A** unless one Party gives the other Party written notice of termination at least sixty (60) days prior, but no more than one hundred and twenty (120) days prior, to the end of the Initial Term or any subsequent term. The Initial Term and any subsequent terms are referred to in this Agreement collectively as the "**Term**." The Term is subject to earlier termination as provided in Section 10.
- 4. Service Level Agreement** – The Service Level Agreement attached to this Management Agreement is part of this Agreement and sets forth the mutual understanding between the Parties regarding the services to be performed, the term, and the pricing.
- 5. Compensation** – The Association shall compensate the Manager for the Services according to the Management Agreement and Service Level Agreement.
 - (a) **Payment for Services** – The Association shall deliver payments for the monthly fees (the "**Recurring Monthly Fees**") in the amounts identified in **Exhibit A** by ACH at the beginning of each month during the Term and otherwise as described herein. Recurring Monthly Fees will be considered late if unpaid by the 10th of the month due and will incur a 10% late fee in addition to an 18% annual finance charge prorated daily until paid.
 - (b) **Payment for Additional Services** – The Association shall deliver payments by ACH at the beginning of the following month for services other than specified in the Service Level Agreement or configured in **Exhibit A** (the "**Additional Services**") in accordance to the then current price list unless otherwise agreed by the Parties in writing.
 - (c) **Sales Tax and Fees** – In the event that a sales tax is imposed on the payment and receipt of the Recurring Monthly Fees or other amounts payable to Manager under this Agreement, then the Association shall be responsible for the payment of such sales tax in the amount required by law.
 - (d) **Annual Escalation** – All fees identified in **Exhibit A** are for the initial contract period from the Commencement Date to the end of the first twelve months included in the Term. On each annual anniversary of the Commencement Date, the Manager may increase fees, either by the annual escalator percentage rate equal to the Employment Cost Index, or in accordance with the fees in the approved annual budget, whichever is higher. The Employment Cost Index (ECI) portion of the price adjustment will be equal to the percentage increase, if any, of the ECI data for the most recently completed four calendar quarters at the date of the escalation. ECI will be determined by use of the ECI index series based on the U.S. Average and the Service Producing series title, all as reported by the U.S. Bureau of Labor Statistics at www.bls.gov.
- 6. Indemnification**
 - (a) The Manager shall indemnify and hold harmless the Association and its directors from and against any and all loss, cost, damage, liability, and expense (including court costs and reasonable attorney's fees) arising out of any acts or omissions of the Manager while performing the Manager's duties and obligations under this Agreement that are finally adjudged by a court of competent jurisdiction to constitute willful misconduct or gross negligence.
 - (b) The Association shall protect, defend, indemnify, and hold harmless the Manager, its parent entity and each of its subsidiaries and their respective officers, directors, managers, partners, employees and representatives (each a "**Manager Party**") from and against any and all loss, cost, damage, liability, and expense (including court costs and reasonable attorney's fees) arising out of the performance by the Manager of its obligations and duties hereunder in accordance with the terms hereof, **including any negligent actions taken by or on behalf of Manager in accordance with instruction from the Association in accordance with Sections 1 and 2 of the Standard Terms and Conditions**; provided, however, this Section shall not apply to any matters which are finally adjudged by a court of law of competent jurisdiction to have involved willful misconduct or gross negligence of the applicable Manager Party.

7. Limit of Liability

- (a) The aggregate liability of all Manager Parties under this Agreement shall not exceed an amount equal to the aggregate amount of Recurring Monthly Fees payable to Manager during a three (3) month period of the Term (and recovery of such amount shall be the exclusive remedy against the Manager Parties), except that the limitations set forth in this Section 7 shall not apply to the matters contemplated by Section 6.
- (b) **In no event shall any Manager Party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or lost profits or lost savings arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the Association has been advised of the possibility of such damages. Except for the services to be provided by Manager expressly described herein, Manager specifically disclaims any and all warranties of any kind, whether express, implied or statutory, including any warranties of merchantability and fitness for a particular purpose.**

8. Standard Terms and Conditions – The Standard Terms and Conditions attached to this Management Agreement is part of this Agreement and sets forth the mutual understanding between the Parties regarding the additional terms and conditions.

9. Amendment – No amendment, modification or waiver of any of the provisions of this Management Agreement, or any future representation or promise, shall be binding upon the Parties unless agreed to in writing by the Party to be bound thereby.

10. Termination

- (a) **Termination by Agreement** – This Agreement may be terminated by mutual written consent of the Manager and the Association at any time.
- (b) **Termination upon Failure to Cure a Breach** – In the event that a Party (the “**Defaulting Party**”) materially breaches any term specified in this Agreement (a “**Breach**”), the other Party may terminate for reasons of Failure to Cure a Breach by following the instructions in Section 3 of The Standard Terms and Conditions.
- (c) **Termination without Cause** – This Agreement may be terminated at any time by the Association with sixty (60) days prior written notice to the Manager, and in which event, the Manager shall be entitled to the remaining amounts due under the Agreement as liquidated damages in addition to other amounts owing under the Agreement.
- (d) **Termination upon Dissolution; Insolvency** – Notwithstanding the provisions of Section 10(b), Manager may terminate this Agreement immediately upon dissolution of the Association or by written notice to the Association if there are insufficient operating funds to continue the operation of the Association and such deficiency continues for a period of ten (10) days after written notice of such deficiency from the Manager to the Association.

If this Agreement is consistent with your understanding of our arrangement, please sign below and return a signed copy of this letter to the Manager. We look forward to working with you in this arrangement.

ASSOCIATION: Fisher Farms Master Association	MANAGER: RealManage, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Federal Tax ID #: _____	
<i>Association certifies that the Employer Identification Number provided above is the correct EIN for the Association and hereby authorizes Manager to execute IRS W-9 forms in the name of the Association.</i>	

City of Geneva Special Service Area #16 ("City")
Signature: _____
Name: _____
Title: _____
Date: _____
Federal Tax ID #: _____
<i>Association certifies that the Employer Identification Number provided above is the correct EIN for the Association and hereby authorizes Manager to execute IRS W-9 forms in the name of the Association.</i>

Exhibit A

Agreement Terms

Manager	RealManage, LLC
Association	Fisher Farms Master Association ("Association")
Municipality	City of Geneva Special Service Area #16 ("City")
Branch	Illinois
Commencement Date	January 1, 2020
Number of current units	806
Number of total units at build-out	806
Initial Term (years)	3
Renewal Term (years)	3
Community Type	Single Family

Pricing Schedule

Recurring Monthly Fees				
Item	Service	Explanation	Price	Unit
1-1	Fisher Farms Master Association - Management Services (\$1 through 20 of the Service Level Agreement)	<ul style="list-style-type: none"> Includes all services per the Service Level Agreement: <ul style="list-style-type: none"> Community Management Services Community Monitoring Services – Fourteen (14) Per Year Board Meeting Services – Quarterly – Two Hour Meetings Assessment Frequency – Annual Financial Management Services 	\$1,265.00	per month
1-1A	City of Geneva Special Service Area #16 – SSA Administrator Services	<ul style="list-style-type: none"> See Other Terms 	\$975.00	
1-2	Administrative Services (\$21 of the Service Level Agreement)	<ul style="list-style-type: none"> Includes all services per the Service Level Agreement: <ul style="list-style-type: none"> Includes a maximum of four (4) mass mailings per year of up to three pages each Includes all other administrative expenses such as copies, faxes, envelopes, labels, mileage, telephone, storage and postage Includes the printing and fulfillment of Deed Restriction Violation ("DRV") letters and statements, but does not include the administration of any DRV fines 	\$406.00	per month
1-3	Assessment Collections Services (\$22 of the Service Level Agreement)	<ul style="list-style-type: none"> Includes all services per the Service Level Agreement: <ul style="list-style-type: none"> This flat monthly fee compensates Manager for all office supplies, envelopes, labels, telephone, storage, postage costs, returned check fees and collections letter fees This fee does not include any certified letter charges or applicable third-party legal fees for the actual lien filings, foreclosure filings or bankruptcy filings The Association keeps all late fees and NSF fees charged directly to the homeowners by the Association 	\$500.00	per month
1-4	Set-Up Services (\$25 of the Service Level Agreement)	<ul style="list-style-type: none"> Includes all services per the Service Level Agreement 		N/A
Total Recurring Monthly Fees			\$3,146.00	per month

OTHER TERMS

No ECI increase for the Agreement Initial Term.

RESPONSIBILITIES AND UNDERTAKINGS OF MANAGER

The Manager will provide the following Management services:

- a) To hire contractors, at the direction of the Association's board of directors ("Board"), 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 Manager 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 Manager 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 execution on the Association's behalf.
- d) To provide contracts and agreements with independent contractors for execution by the Board, as 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 Manager. The compensation will be at the sole expense of the Association.
- f) Manager will supervise any and all contractors hired by the Association, as directed by the Board, per the agreements and contracts executed by the Board on behalf of the Association.
- g) Manager 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 Manager. Manager 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) Manager 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. Manager shall have no obligation to advance funds to the Association for any purpose whatsoever.
- l) Manager shall not be liable for the collection of delinquent assessments.
- m) Manager will send out courtesy notices within 60 days of delinquency 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 the collection policy of the Association.
- n) To maintain a current record of each homeowner including contact information, any amount of assessment due and amount(s) paid.
- o) 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, 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.

- p) To maintain checking and reserve accounts at the direction of the Board. To deposit all assessments and receipts collected by Manager 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 Manager'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).
- q) To make recommendations to the Board from time to time as to the administration and maintenance of the Association affairs and property.
- r) To prepare in writing for each Board meeting a management report containing a summary of business being conducted on behalf of the Association.
- s) To assist the Board in the preparation and publication of a newsletter and supervise its distribution at an additional cost to the Association.

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 review (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.

Service Level Agreement

This Service Level Agreement sets forth the mutual understanding of the **Manager** (as defined in **Exhibit A** of the Management Agreement) and the **Association** (as defined in **Exhibit A** of the Management Agreement) with respect to the service level of the management of the Association and the common area and carrying out other duties, all as described below and is part of the Management Agreement between the Manager and the Association along with the Standard Terms and Conditions. The Manager shall perform management services on behalf of the Association in good faith, with commercially reasonable care, in the manner Manager believes to be in the best interest of the Association and otherwise in accordance with this Service Level Agreement as outlined herein (the "**Services**"), subject to the satisfaction of the Association's duties and responsibilities as outlined in the Standard Terms and Conditions. Services that are not specifically identified herein, and that are not specifically identified in Exhibit A as agreed upon services to be performed, are not included as part of Manager's obligations under the Management Agreement. Additional services such as those listed under Additional Services below are available at the then current price schedule or at rates mutually agreed upon by Association and Manager at the time the work is authorized or as otherwise agreed. This Service Level Agreement is subject to change from time to time by the Manager; please consult Board Portal for the current version.

Community Management Services

1. Board Member Relationship Management

- a) Provide new board of directors orientation and training
- b) Respond to board member questions and issues no later than the next business day
- c) Resolve conflicts and disputes between board members
- d) Provide advice to board members
- e) Maintain thorough familiarity with the bylaws and restrictions
- f) Monitor and disseminate new legislation, ordinances, court cases and other information pertinent to the Association
- g) Monitor and disseminate public notices/information pertinent to association

2. Annual Meeting Management

- a) Update list of all Owners, declarants and other attendees
- b) Prepare meeting agenda and meeting packet
- c) Issue meeting notices and proxy statements
- d) Oversee registration of all attendees
- e) Run the meeting if requested by the Board
- f) Give annual Manager's report
- g) Explain financial condition and budget information
- h) Publish meeting minutes within 30 days

3. Service Provider Relationship Management

- a) Provide Service Provider Management system
- b) Assist Board in the preparation of bid specifications
- c) Manage competitive bid process as needed for large jobs
- d) Analyze bids
- e) Selection of vendors, scheduling and monitoring of work
- f) Invoice approval and payment process (all utilities are to be paid by EFT if the vendor accepts EFT)

4. Amenity and Access Control Management

- a) Manage access control systems
- b) Manage and distribute access control media (extra fee applies for the fulfillment of a 2nd key or replacement card, key, tag or remote)¹

5. Architectural Control Committee Management¹

- a) Receive requests and copies of plans from Owners
- b) Forward request to board committee
- c) Notify Owner of the status

6. Customer Service Center

- a) Provide Customer Service Center System
- b) Provide trained Customer Service Representatives to provide personalized, multi-channel service and distribute information as appropriate
- c) Provide after-hours emergency call handling system
- d) Maintain Owner database with contact history and interaction notes
- e) Monitor calls for quality of service and survey resident satisfaction

7. Board Portal²

- a) Provide web-based document archive
- b) Provide web-based reporting system with DRV, call log, delinquency, AP, lot, directory, financial summary and benchmarking reports

8. Resident Portal²

- a) Provide web-based document archive
- b) Provide web-based resident service system with Owner statements, assessment information, deed restriction information, directory, online payments and online service request forms

9. On-site Staffing Services (as applicable)

- a) Provide on-site staff as required for operations
- b) Provide human resources, payroll services
- c) Provide ongoing training opportunities for onsite staff
- d) Equipment as needed for on-site staff
- e) Provide certified managers per Manager policy
- f) Manage and supervise on-site staff

Community Monitoring Services

10. Site Monitoring and Deed Restriction Management

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> a) Provide Deed Restriction Management system b) Maintain Association restrictions information database c) Provide continuing deed restriction awareness content through articles for the newsletter and/or special mail-outs | <ol style="list-style-type: none"> d) Manage Deed Restriction Committee input e) Manage Owner complaints of violations f) Notify Owners and builders of violations via standard notices g) Manage Owner disputes of violations h) Maintain violation log |
| <ol style="list-style-type: none"> Monitor property for compliance with restrictions based upon readily- visible violations from Common Area streets, driveways and sidewalks | |

¹ Additional service fees apply and are billed directly to Owners per the then current price schedule or an equivalent amount is billed to the Association if not paid directly by the Owner for any reason.

² Each Party agrees that Manager is free to sell and insert advertising in RealNews, RealWeb, and portals.

Board Meeting Services
11. Board Meeting Management

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a) Prepare preliminary meeting agenda and meeting notice b) Prepare and publish electronic board meeting packet³ | <ul style="list-style-type: none"> c) Participate in the meeting per the meeting frequency in Exhibit A d) Present Manager's report |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

Financial Management Services
12. Association Affairs Management

- a) Provide designated place of business
- b) Provide designated representative
- c) Manage corporate records book and minutes book
- d) Provide records storage
- e) Facilitate inspection of books and records by Owners with prior appointments¹
- f) Serve as a liaison with legal counsel, registered agent, or other professional services providers as necessary to oversee that all necessary filings, licenses and permits are properly prepared and filed in accordance with any applicable laws (all third-party legal fees, registered agents fees, document fees, search charges, and filing fees will be charged to the Association)

13. Financial Management

- a) Provide Accounting and Financial Software
- b) Manage Accounts Payable⁴
- c) Manage Accounts Receivable
- d) Manage General Ledger
- e) Prepare a proposed annual budget and forecast
- f) Bank account maintenance (additional fees apply for bank loan management)
- g) Reconcile monthly bank statements
- h) Manage disbursements and perform the required document processing
- i) Generate statements of account and/or resale certificates¹
- j) Facilitate cash management
- k) Prepare standard monthly financial reports by the 20th day following month-end and prepare standard year-end financial reports by the 45th day following year-end, each with standard account codes

18. Tax Management

- a) Provide Tax Management system and manage property taxes
- b) Maintain updated plat information
- c) Maintain property tax information within the proper jurisdictions
- d) Collate information for any required Federal or State tax return preparation and forward to independent tax vendor selected by Manager for preparation (extensions required at the expense of the Association to allow adequate time for final FYE financial review, audit, return preparation, and client signature)
- e) Maintain property tax accounts, parcel identifiers and property tax invoice payments
- f) Coordinate with the Association on required signatures for the required tax returns and submit to the applicable taxing authority
- g) Prepare and issue W-2s, 1099s and 1096s⁶

14. Manage Owner Assessments

- a) Manage the fulfillment of standard assessment coupons, statements, or e-statements (additional fees and pass-through expenses may apply)
- b) Issue replacement coupon books¹
- c) Manage EFT/ACH payment process
- d) Manage credit card payment process (additional bank fees may apply to the Owner)
- e) Collect and post to proper bank account
- f) Process checks without coupons and returned checks

15. Statements of Account and Resale Process Management¹

- a) Provide Statement of Account/Resale Process Management database
- b) Answer tax service, title company and mortgage company inquiries
- c) Answer homeowner inquiries

16. Transfer Process Management¹

- a) Provide Transfer Process Management database
- b) Manage plat and lot/unit owner database
- c) Update Association records for new owner
- d) Generate transfer documentation
- e) Respond to lender questionnaires and certifications in accordance with the Standard Terms and Conditions

17. Refinance Process Management¹

- a) Provide Refinance Process Management database
- b) Answer tax service, title company and mortgage company inquiries
- c) Coordination of subordination agreement requests
- d) Generate refinance documentation

19. Insurance Management (all premiums are paid by the Association)

- a) Assist with the application for the following insurance policies as requested: liability; property; worker's compensation; Directors & Officers; Errors & Omissions;
- b) Maintain a manager Fidelity Bond as required by Association or statute
- c) Maintain Association insurance policies including expiration dates and renewals

20. New Owner Welcome Process²

- a) Mail out a welcome letter
- b) Maintain and update welcome packet and/or make information available online
- c) Distribution of access cards/keys to amenities as appropriate
- d) Alert board to new owners (made available online)

³ Additional fees apply for printed board booklets

⁴ Additional services fees apply for any "second signer" checks that need to be signed by the Association

⁵ Additional fees do not apply if performed exclusively by on-site staff

⁶ Additional fees apply for 1099 and 1096 preparation

Administrative and Collections Services – Per the services and pricing specified in Exhibit A, if not listed on Exhibit A, additional fees apply

21. Fulfillment Management

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a) Provide community mailing services for regular mailings, special notices and annual meeting notices as required up to the maximum number of mass mailings at three pages each in black and white b) The number of mailings and pricing per Exhibit A are for each full calendar year and will be prorated for any partial calendar year c) Pricing in Exhibit A includes all copies, faxes, office supplies and standard postage | <ul style="list-style-type: none"> c) Create legal referral packet and submit to Association's attorney d) Coordinate with the Association attorney post referral e) Process bankruptcy correspondence and file Proof of Claim on behalf of Association f) Receive, research, review and process foreclosure documents for subsequent conveyance and collection g) Provide delinquency report h) Assess, collect and post late fees and finance charges (additional collections fees may apply for "Over 90 Days" accounts)¹ |
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22. Assessment Collections

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|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a) Provide delinquency management system b) Create and mail standard delinquency notices | <ul style="list-style-type: none"> i) Pricing in Exhibit A includes all copies, faxes, office supplies and standard postage |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|

Community Communications Services – (Optional Services) Per the services and pricing specified in Exhibit A, if not listed on Exhibit A, additional fees apply

23. Newsletter Publishing Service²

- a) Create, scan, and format logo for use with the Newsletter
- b) Layout newsletter template
- c) Write, edit and format articles provided by Association
- d) Take, scan and format photos
- e) Maintain resident database
- f) Publish, print and mail newsletter (postage costs are included) with a maximum of two edit revisions

24. Website Software and Hosting Service²

- a) Set-up hosting agreement
- b) Domain registration
- c) Scan or format photographs provided by Association
- d) Create logo, scan and format for use with the Website
- e) Design the website
- f) Set-up the named Association Administrator access and provide up to one hour of e-mail support per month during **Manager's regular business hours**
- g) Provide Association with hosted Website

Set-Up Services – One-time fee at Commencement Date per Exhibit A

25. New Community Set-Up Services

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> a) Dedicatory instrument document scanning b) Vendor contract and insurance policy scanning c) DRV master configuration d) Maintenance master configuration e) Assessment rules configuration f) Collections process configuration g) Create Community Information Summary and Amenity Summary | <ul style="list-style-type: none"> h) Create Legal Summary i) Create community forms j) Lot/unit set-up k) Owner information input l) Bank account set-up m) Financial records input n) Financial report mapping o) Budget input |
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Additional Services – Additional Fees Apply

26. Other Additional Services

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| <ul style="list-style-type: none"> a) Time spent on potential or active litigation or insurance settlement support⁵ b) Time spent on natural disaster response and recovery management⁵ c) Time spent researching, analyzing, or remediating historical financial records not received within 30 days of the Commencement Date or not received electronically d) Time spent on research, preparation, or filing of any Federal tax return, State tax return, or other required State filing related to a period prior to management by Manager e) Any valuation or exemption negotiations or filings with taxing authorities f) Audit support time and any financial due research for any financial period that has been closed for over 60 days and any time spent performing accounting reclassifications or republishing historical financial reports g) Association members or Board training or consulting sessions on accrual accounting or fund accounting principles⁵ h) Additional time that results from a change in legislation that requires Manager to perform additional duties to confirm compliance or to directly or indirectly bring the Association into compliance i) Association agrees to reimburse Manager for onsite personnel costs including all payroll costs at a flat rate | <ul style="list-style-type: none"> t) Lot/unit owner direct utility billing performed by Manager⁵ u) The physical fulfillment or programming of any access cards, keys, tags, remotes, or similar devices. Fulfillment of replacement governing documents or replacement coupons^{1, 5} v) Newsletter edit revisions that exceed 2 revisions per issue w) Website set-up time that exceed 10 hours and any website email support time that exceeds 1 hour per month x) Any third-party website support and any third-party software integration for any process y) Reconciliation of any accounts with bank not affiliated with Manager z) Mailing that exceeds three pages, any certified mailings, any special handling, any non-standard postage, inclusion of return envelopes, any customized printing or mailing with color stock or color print, or any mailings in addition to the maximum number per the contracted service level in any calendar year or prorated partial year aa) Printing or other fulfillment requested by the board in addition to the Administrative Services in Exhibit A bb) Mass emails, any statutorily-required emails, any text messages, and any voice messages sent to Owners as directed by the board⁵ cc) Management of any specific units not identified on Exhibit A such as management or assessment billings for individual boat slips, garages, parking spots, storage units, stables, |
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burden of thirty-five percent (35%) for administrative staff and thirty-six (36%) for maintenance staff members. Payroll costs include all payroll related taxes, workers compensation, unemployment insurance, Social Security taxes, and all federal and state related taxes and fees. In addition any recruiting, supervision, benefits, mileage and/or other travel expenses, cell phone, computer or other equipment expense or rental, training courses, certification-related expenses, interim management and other employee-related expenses are passed-through and Manager is paid a surcharge of (15%) of the total expenses.

- j) Board or resident disputes that require Manager involvement in excess of one hour per week⁵
- k) Meeting time in excess of the amount agreed to in Exhibit A, any time spent attending committee meetings (not applicable for on-site personnel), and any meeting held between Friday at 5:30 PM to Monday at 8:30 AM⁵
- l) Emergency after-hours calls⁵
- m) Construction or repair project administration for projects over \$5,000⁵
- n) Board-requested site visits other than the regularly scheduled visits⁵
- o) Request for proposals for unfunded projects over \$5,000⁵
- p) Storage requirements in addition to the necessary historical records of the Association as deemed by the Manager and applicable laws
- q) Any customized reports, letters, or procedures regarding: financial, assessment, deed restriction, welcome, or collections management⁵
- r) Processing of any amenity rental fees or move-in or move-out fees
- s) Processing of any tenant/homeowner applications, background checks, tracking, or management of a leased unit owned/controlled by the Association⁵

etc. whether owned by the Association or individual Owners⁵

- dd) Third-party coupon costs, any special assessments or credits, any variable assessments of any type that may require special handling, and any early payment discounts
- ee) The fulfillment of: any collection letters in excess of 5% of the total number of units on a monthly basis, any attorney referrals in excess of 2% of the total number of units on a monthly basis, any debit statements, any status updates to assessment or account payment plans, and any state-mandated certified collections letters
- ff) Third-party collections fees, lien fees, foreclosure fees, bankruptcy fees or legal fees associated with collections
- gg) Administration or management of multiple payment financing arrangements including but not limited to bank loans, insurance policy financing or insurance premiums billed in installments⁵
- hh) Administration of any DRV fines
- ii) Fulfillment of any DRV letters in excess of 10% of the total number of units on a monthly basis
- jj) Architectural control consulting or approval process
- kk) Time spent troubleshooting access device programming or systems audits

Standard Terms and Conditions

This Standard Terms and Conditions document sets forth the mutual understanding of the **Manager** (as defined in **Exhibit A** of the Management Agreement) and the **Association** (as defined in **Exhibit A** of the Management Agreement) with respect to the specific terms and conditions as described below and is part of the Management Agreement between the Manager and the Association along with the Service Level Agreement (these three documents are hereafter referred to as the **"Agreement"**). The Standard Terms and Conditions are subject to change from time to time by the Manager; please consult the Board Portal for the current version.

1. Manager’s Duties and Responsibilities

- (a) **General** – The Manager shall perform management services on behalf of the Association in accordance with the Service Level Agreement.
- (b) **Licensure** – The Manager shall obtain all licenses, permits and approvals as are necessary to fulfill its obligations under this Agreement.
- (c) **Employees of the Manager** – The Manager shall assign a specific individual to be the primary representative of the Manager (the **"Manager Representative"**) in carrying out its responsibilities in this Agreement. The Manager is free to hire employees and/or independent contractors at its discretion and may, at its discretion from time to time, change the Manager Representative. Upon written request from the Board for a change in the Manager Representative, the Manager shall make a change if reasonably possible.
- (d) **Communications**
 - (i) **Board Communications** – The Manager intends to communicate primarily through Manager Representative to the President of the Association. The Manager may communicate directly with the Board and committee members as necessary in support of their duties pertaining to their office and with the Association property owners ("Owners") as necessary in carrying out the Manager’s authorized actions contemplated under this Agreement, including communications via email and the Board Portal. Manager and Manager’s Representative shall be fully entitled to act on behalf of the Association or the Board upon (i) authority delegated under this Agreement; (ii) instructions (oral or written) received from the Board or the President of the Association; (iii) communications occurring in meetings of the Board or its committees; or (iv) instructions posted on the Board Portal. Manager may act in reliance upon any instruction, instrument or signature reasonably believed by Manager to be genuine. In the event of conflicting instructions from the Board, Manager will seek and follow instructions from the Board President for resolution and clarification. The Manager will notify the Association pursuant to this Section 1(d) of any changes to its mailing address.
 - (ii) **Owner Communications** – Owners should communicate with Manager primarily through the Customer Service Representatives in the Manager’s Customer Service Group or through their private Resident portal where Owners self-serve and access most pertinent information. The following contact information will be provided for Owners:
 - Main website URL: www.RealManage.com
 - Customer Service Group email address: realservice@ciramail.com
 - Customer Service Group phone number: 1.866.4.RealService (1.866.473.2573)
 - (iii) **Signage** – The Manager, at Manager’s discretion, shall place signage on the Association property, in a style and design consistent with the property, with the name, logo, and contact information for the Manager.
- (e) **Response Time** – The Manager shall use commercially reasonable efforts to respond to each communication from the Association prior to the end of the business day following delivery of verbal or electronic communication and within one business week for written communication. Association understands that Manager represents other clients and the Association (through its President or its Board) and Manager shall mutually agree upon a reasonable time to respond or complete an assigned task and that, lacking such agreement, it shall be the sole determination of the Manager to use its reasonable discretion to prioritize the task given its other responsibilities and the appropriate level of urgency or entity.
- (f) **Financial Accounts**
 - (i) **Operating Account** – The Manager is authorized to establish and maintain bank account(s) in the name of the Association for the Association’s operating funds with a federally-insured financial institution selected by Manager. The account shall include as signatory the Manager and such other persons as the Board may approve from time to time. The Manager shall not commingle any of the Association’s operating funds with any funds or other property of the Manager or of any other person or entity, except for cash receipts and other situations where it is not possible to keep funds separate, which Manager may deposit to a central account, provided an equivalent amount is promptly deposited to the Association account.
 - (ii) **Reserve Account** – The Manager is authorized to establish and maintain one or more reserve account(s) in the name of the Association for the Association’s reserve funds in accordance with the Board’s instructions. All reserve accounts established for the Association shall include as signatory the Manager and such other persons as the Board may approve from time to time. The Manager shall not commingle any of such funds with any funds or other property of the Manager or of any other person or entity. The Association agrees that the Manager is not a financial advisor or investment manager and does not recommend investment strategies for the Association.

- (iii) **Disbursement Authority** – The Manager is granted the authority to make all required disbursements at the Manager’s own discretion for the Association as evidenced by invoices, written bills or statements, such disbursements to be made from assessments collected from Owners’ (“**Assessments**”) and as provided in the Board-approved budget or otherwise authorized. In the event that there is no approved budget in the current year, the previous year’s budget shall prevail or apply. The Manager is granted the authority to make all required funds transfers between the Association’s Operating and Reserve Accounts as needed to facilitate the Association’s proper cash management. The Manager shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of the Assessments, nor shall the Manager be obligated to incur any liability for the account of the Association. All non-budget expenditures and emergency expenditures are subject to specific Board authorization.
- (iv) **Financial Institution Arrangements** – The Manager has entered into, or may enter into, arrangements with one or more banks relating to the Services to be provided to the Association. In turn, the banks provide to the Manager certain services which involve, or are incidental to, a normal banking function (the “**Banking Services**”), and the banks may provide these Banking Services to the Manager either directly or through third parties.
- (g) **Manager’s Insurance** – The Manager shall maintain in full force and effect a general liability insurance policy. The Manager shall additionally maintain in full force and effect a Worker’s Compensation insurance policy as required by prevailing state statute.
- (h) **Competitive Bids** – Large capital expenditures shall be awarded on the basis of competitive bidding with multiple written bids where possible and practical and accompanied by Manager’s summary and analysis as to the most acceptable or suitable bid. The Association shall be free to accept or reject any and all bids.
- (i) **Lender Questionnaires and Certifications** – The Manager is authorized to answer questions provided by lenders and charge the requestor for the service, depending on the nature of the requests. The Manager will answer the questions solely as an agent for the Association to the best of the Manager’s ability based upon information that is known and tracked by the Manager. The Manager is also authorized to refuse to answer any or all questions if the information is not readily available, verifiable, or could be perceived as providing a legal opinion. The Manager is further authorized to seek counsel as required for responses from the Association’s attorney of record with the cost of such counsel borne by the association or passed onto the lender that originated the request. The Association has the right to “opt-out” of this service with prior written notice to the Manager.
- (j) **Legal, Auditing, and Security Services** – Manager is not a law firm, is not licensed to practice law and does not provide legal services, and the services of the Manager under this Agreement do not include the rendering of legal services by the Manager or any attorney employed or engaged by the Manager; Manager is not an accounting or auditing firm, is not licensed to practice accounting or auditing, and the Manager will provide only the accounting services expressly described in this Agreement; and Manager is not in the business of providing security guards or other security services, is not licensed to provide such guards or services, the services of the Manager under this Agreement do not include providing security systems to protect the Common Areas or the real or personal property of any Owner and the Manager shall not be liable for any loss or damage by the inadequacy or ineffectiveness of any security systems.

2. Association’s Duties and Responsibilities – The Association shall (or shall cause its Board to) fulfill the following duties and responsibilities:

- (a) **General** – The Board shall exercise oversight and governance of the Association and provide such guidance and policies to the Manager as necessary so that the Manager can efficiently carry out its duties contemplated in this Agreement. The Board shall not inhibit the Manager in any way in the performance of the duties required by this Agreement and to do so is considered a breach of this Agreement.
- (b) **Policies** – The Board shall clearly communicate in writing its policies to the Manager pertaining to deed restriction enforcement guidelines, architectural guidelines and general community activities.
- (c) **Committees** – The Board shall establish and maintain committees in accordance with the Organizational Documents to facilitate the operation of the Association.
- (d) **Budgets** – The Board shall be responsible for the approval of the annual operating budgets and the reserve budget and for setting the assessments, both regular and special in nature.
- (e) **Licensure** – The Association shall maintain all licenses, permits and approvals as are necessary to operate the Association.
- (f) **Association Insurance** – The Association gives the Manager permission to send an Agent of Record change to the Association’s current insurance providers stating that the Association wishes to name **CiraConnect Insurance Services** as its exclusive representative effective immediately for all lines of business, currently in force or submitted by application. The Association shall maintain in full force and effect at all times and at its own expense a general liability policy, with limits equal to or greater than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, which shall include coverage for any employee-related claims of management staff. **Manager shall be named as an additional insured on the Association’s general liability policy, along with a waiver of subrogation reasonably acceptable to Manager, and, if reasonably available, on the Association’s other policies as called for in this Agreement.** The Association shall also maintain in full force and effect 1) Directors and Officers coverage, and 2) Fidelity/Crime insurance that includes (a) Employee Theft, and (b) Computer and Funds Transfer Fraud Coverage, with a minimum limit equal to the equivalent of three (3) months’ assessments plus the amount of reserve funds held by the Association, or \$250,000, whichever is greater, for each coverage. The policies shall

name the Manager as an Insured. Should the Association fail to do all obligations of this Section 2(f), it shall constitute a breach of this Agreement by the Association. Should a breach of Section 2(f) occur, Manager may, at its sole option, terminate this Agreement upon written notice to Association. The Association policies under this Section 2(f) shall be primary and noncontributory to any insurance carried by the Manager. Where required by law the Association shall maintain in full force and effect Workers Compensation insurance in amounts as required by law. Where required by law the Association shall maintain in full force and effect such other insurance policies or coverages in amounts as required by law. Following written notice from Manager that the Association does not have evidence that the aforementioned coverages are in full force and effect, Manager may, but is not obligated to, secure such coverages or policies on behalf of the Association. Association agrees to cooperate with Manager to apply for and have such coverages or policies and to pay for such policies.

- (g) **No Other Manager** – The Association shall not engage any other person or entity with respect to managing the Association or the Common Area during the Term of this Agreement.
- (h) **Communications** – The Association and the Board shall communicate primarily through the President of the Association to the Manager Representative, and each such communication (oral or written) from the President or any other member of the Board is deemed to be made with the full authorization of the Association and the Board. The Board and committee members shall use all reasonable efforts to respond to all Manager communications (from the Manager Representative or otherwise) in a timely fashion according to the agreed upon due dates in order to facilitate the operation of the Association, including any communications via the Board Portal. The Association will notify the Manager pursuant to this Section 2(h) of any changes to the President’s or other Board member’s mailing addresses.
- (i) **Taxpayer Identification Number** – The Association acknowledges that its Taxpayer Identification Number (TIN) must be provided to the Manager at the time this Agreement is executed. Failure to provide a valid TIN will interfere with the Manager’s ability to perform duties outlined in this Agreement.
- (j) **Financial Accounts** – The Board shall provide specific instructions to the Manager regarding the investment strategy for the Association’s financial account(s).
- (k) **Association Data** – The Association shall promptly deliver to the Manager complete and accurate (i) data pertaining specifically to the operation of the Association, such as lists of the members of the Board, the Association’s officers and the Owners and their respective addresses, phone numbers and e-mail addresses, the Association’s financial reports and Organizational Documents, that is necessary for Manager to fulfill its obligations under this Agreement; (ii) copies of all legal documents applicable to the Association and the Common Area (as well as any amendments to such documents), including without limitation any renderings of plat maps, each in an electronic format acceptable to Manager; (iii) information from the previous manager; or (iv) any information collected or generated during the Term of this Agreement by the Association, the Board or by other third parties (collectively the “Data”). Such Data supplied to the Manager shall be deemed to be complete and accurate without further attempts to verify the accuracy by the Manager.
- (l) **Collections** – The Association grants Manager the delegated authority to refer delinquent homeowner accounts to the Association’s collection attorney per the Manager’s standard collection policy and in accordance with the Association’s collections guidelines. The Association may amend or revoke the terms of this authority by providing written notice to the Manager.

3. Written Notice of Failure to Cure a Breach – In the event that a Party (the “Defaulting Party”) breaches any term specified in this Agreement (a “Breach”), the other Party may deliver to the Defaulting Party a written notice, pursuant to Section 9(b), that (i) contains the words “Written Notice of Breach” and (ii) clearly states the Breach so that the Defaulting Party may cure the Breach (such notice being a “Written Notice of Breach”). In the event that any Breach is not cured within thirty (30) days after delivery to the Defaulting Party of a Written Notice of Breach, the other Party shall have until the forty-fifth (45th) day after delivery to the Defaulting Party of a Written Notice of Breach, to terminate this Agreement by delivery to the Defaulting Party of a written notice, pursuant to Section 9(b), that (i) contains the words “Termination Notice Due to Failure to Cure a Breach” and (ii) clearly states any such Breach previously identified in the Written Notice of Breach that had not been cured during the thirty (30) day cure period (any such notice being a “Termination Notice Due to Failure to Cure a Breach”). If a Termination Notice Due to Failure to Cure a Breach is not delivered within forty-five (45) days after delivery to the Defaulting Party of a Written Notice of Breach, then the Breach is to be considered cured. Resolution of any disagreement between the Parties as to whether the Breach has been cured shall be in accordance with Section 9(j).

4. Actions Upon Termination⁷ – Upon expiration or termination of this Agreement the Parties’ rights and obligations shall include the following:

- (a) Upon notice of Termination:
 - (i) Manager will cease preparation of the upcoming fiscal year’s annual budget
 - (ii) Manager will cease some assessment billing and collection functions
- (b) Approximately ten (10) days prior to Termination:
 - (i) Manager will cease vendor accounts payable functions
- (c) Upon Termination:

⁷ Additional fees for services may apply per the then current price schedule.

- (i) All unpaid management fees, reimbursable expenses, and other expenses due to Manager shall immediately become due and payable; the Association shall allow the Manager to offset such amounts against Association funds held or controlled by Manager and Manager shall have a security interest in all funds, records, and other property held by Manager to insure payment in full
- (d) Within two (2) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative:
 - (i) Keys to common areas
 - (ii) Personal property of the Association
 - (iii) Petty cash
 - (iv) Physical files in Manager’s possession
 - (v) Removal of any Manager’s signage
- (e) Within ten (10) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative:
 - (i) Lot/unit owner roster as of the final day of management
 - (ii) Copies of all of the governing documents
 - (iii) Copies of all vendor contracts and contact information
 - (iv) Copies of all insurance policies
 - (v) Copies of all board clarifications, resolutions, and policies
 - (vi) Bank names
 - (vii) Federal employer tax identification number
 - (viii) Account numbers
 - (ix) Contact information and balance information
 - (x) Check to fund the community’s new operating account
 - (xi) Check(s) to fund reserve account(s)
- (f) Within thirty (30) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative:
 - (i) Copies of all documents in Manager’s possession except information deemed by Manager to be proprietary in nature (such delivery may be in electronic format as determined by Manager)
 - (ii) Financial statements for the final accounting period
 - (iii) All remaining funds of the Association subject to the limitations stated in 4(c)
- (g) Any time following thirty (30) days after Termination:
 - (i) All responsibility of Manager to Association ceases; thereafter any requests for documents, records or information of any sort shall be subject to the Manager’s then current price schedule for such services
 - (ii) The Association’s access to the Board Portal shall be terminated

5. Intellectual Property Rights of Manager

- (a) The Association acknowledges and agrees that, during and after the Term, except for the rights granted to the Association under this Agreement, the Association shall have no right, title or interest in, to and under any and all Intellectual Property Rights (as defined in Section 5(d)) relating to, arising out of or in connection with (i) the Manager’s corporate or any other business names or logos, (ii) the Services, (iii) the software (use code and source code) and other technology used by the Manager to provide the Services, including without limitation programs, methods of processing, improvements, modifications, enhancements and other proprietary rights inherent in and appurtenant thereto (the “**Applications**”), or (iv) any user manuals or other documentation prepared by or on behalf of the Manager describing the Services, the functionality of any of the Applications or the methods of providing the Services (the “**Documentation**”).
- (b) The Association shall not, and will cause each of its affiliates and representatives not to, (i) make any modifications to or derivations of the Applications, the Services or the Documentation or (ii) reverse engineer or otherwise attempt to reproduce all or any part of the Applications. If the Association or any of its affiliates or representatives make any modification, alteration or enhancement with or without the Manager’s written consent to the Applications, the Services or the Documentation, such modification, alteration or enhancement, including all Intellectual Property Rights related thereto, will be and remain the sole and exclusive property of the Manager.
- (c) The Association will ensure that any proprietary notices or legends of Manager contained in or on any copies of the Applications, the Services or the Documentation remain in or on the original and copies thereof. The Association will not attempt to obtain or to adversely affect any Intellectual Property Rights relating to, arising out of or in connection with the Applications, the Services or the Documentation or any part thereof.
- (d) Under this Agreement, the term “**Intellectual Property Rights**” means any and all patents (including all reissues, divisions, continuations and extensions of such patents), patent applications, trademarks, trademark registrations, servicemarks, trademark registration applications, tradenames, any other names and slogans embodying business, product or service goodwill or any copyrights, designs, trade secrets, inventions, know-how, processes or other confidential or proprietary information.

6. Intellectual Property Rights of Association – The Association hereby grants the Manager the unrestricted right, subject to Section 7, to use the Data in the performance of Manager’s obligations under this Agreement. Manager acknowledges and agrees

that, during and after the Term, except as contemplated by this Agreement, Manager will have no right, title or interest in, to and under any and all Intellectual Property Rights relating to the Data.

7. Confidentiality

- (a) Unless directed to do so by the Board, the Manager shall not release or distribute the names, addresses, emails or phone numbers of Association members to third parties without the consent of such members except as required to fulfill its duties as Manager or by law.
- (b) In connection with this Agreement, each Party will disclose (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) certain oral and written information and material concerning the Disclosing Party’s business, including, but not limited to information regarding the Services, Applications and Documentation disclosed by the Manager and information regarding the Data disclosed by the Association, together with any other information disclosed by a Disclosing Party to Recipient and marked as confidential (such information and material of any Party, together with information pertaining to the economic terms of this Agreement, is referred to in this Agreement as “**Confidential Information**”). Each Party agrees that it will hold the Confidential Information of the Disclosing Party in strict confidence and will not disclose any of such information to any person or entity other than to Recipient’s officers, directors, managers, partners, employees, independent contractors, attorneys, accountants and current or prospective lenders or investors; provided, however, that Recipient shall cause all such persons to comply with the terms of this Section 7 and the related provisions of Section 4(d). The obligations contained in this Section 7 shall not apply to information that: (i) is developed by Recipient independent of the Disclosing Party and its Confidential Information, as evidenced by written or electronic documentation; (ii) has passed into the public domain through no act or omission of Recipient in violation of this Agreement; (iii) is lawfully received by Recipient from a third party that, to Recipient’s knowledge after due inquiry, does not breach an obligation of confidentiality relating to such information; or (iv) is required to be disclosed by Recipient pursuant to an applicable regulation (including as a result of filings with the Securities and Exchange Commission) or an order issued by a court of law or any federal, state or municipal regulatory or administrative agency or any other applicable law or legal process.

8. Injunctive Relief – Notwithstanding any other provision of this Agreement, the Parties understand and agree that remedies at law would be inadequate in the case of any breach of the provisions of Sections 2(g), 5, 6, 7, and 9(m), and the Parties agree that each Party will be entitled to equitable relief, including the remedy of specific performance, without posting of bond or other security, with respect to any breach or attempted breach of such provisions.

9. General

- (a) **Entire Agreement** – These Standard Terms and Conditions, as hereafter amended, along with the Service Level Agreement and the Management Agreement, set forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all previous agreements between the Parties, whether written or oral, with respect to the subject matter hereof.
- (b) **Notices** – All notices pertaining to Section 10(b) “Termination” of the Management Agreement shall be in writing and shall be delivered personally or by overnight courier or mailed by U.S. mail with proof of delivery to the applicable Party at the address provided by the other party.
- (c) **Force Majeure** – No Party shall be liable for failure of performance under this Agreement (except for failure to pay amounts owing) due to war (declared or undeclared), fire, flood, interruption of transportation, embargo, accident, explosion, governmental order, regulations, restrictions, rationing or by strike, lockout or any other cause beyond the reasonable control of such Party. Any suspension of performance by reason of this provision shall be limited to the period during which such cause of failure exists, and any Party that is not performing hereunder in accordance with this Section 9(c) shall immediately resume its performance hereunder at the time such cause of the failure no longer exists. Any such suspension shall not affect the running of the Term. Notice of any such disability and any abatement shall be promptly delivered to the other Party by the Party claiming the benefit of this Section 9(c).
- (d) **Severability** – If any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable under present or future laws effective during the term hereof, then such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically by the Parties as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and the parties hereby agree to such provision.
- (e) **Waiver** –The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- (f) **Assignability; Binding on Successors; No Third-party Beneficiaries** – This Agreement is fully assignable without consent of either Party. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any other person or entity, except as specifically provided in this Agreement with respect to the Manager Parties and the Association Parties.

- (g) **Interpretation** – When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section or Exhibit of or to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” or words of similar import. “Business Day” means any day other than any Saturday, Sunday and any other day on which banks chartered by the U.S. government are authorized to be closed.
- (h) **Counterparts; Facsimile Signatures** – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. A photographic, photostatic, facsimile or similar reproduction of a signature of this Agreement by or on behalf of any Party shall be regarded as signed by that Party for the purposes of this Agreement.
- (i) **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the state where RealManage, LLC is headquartered and venue for any action by any party to this Agreement against any other party shall be brought in the county where RealManage, LLC is headquartered.
- (j) **Dispute Resolution** – Except for any injunctive relief, as provided for in Section 8, which may be pursued without regard to this Section 9(j), any dispute between any Manager Party and any Association Party relating to, arising out of, or in connection in any way with, the transactions contemplated hereby shall attempt to be settled first by mutual agreement, then by mediation, then by binding arbitration to be conducted in the city and state where the Association is located.
- (k) **Attorney Fees** – In case any action or proceeding is brought under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees.
- (l) **Survival; Limitations Period** – Notwithstanding any other provisions in this Agreement, Sections 5, 6, and 7 of the Management Agreement, and Sections 4(d), 5, 6, 7, 8, and 9 of the Standard Terms and Conditions shall survive the termination or expiration of the Term, in whole or in part. **A Party (including any Manager Party and Any Association Party) shall assert any cause of action or other claim (including under Section 6 of the Management Agreement) against a Party relating to, arising out of or in connection with this Agreement within twelve (12) months of the time the person or entity knew or should have known of such claim, otherwise, any right to any such claim will have been forfeited.**
- (m) **Non-Solicitation** – In consideration of the disclosure of confidential information and in furtherance of the obligations of the Manager under Section 1, the Association shall not, during the Term or at any time for one year after the Term, directly or indirectly solicit for employment or hire or utilize the services of any employee, representative or consultant of the Manager or assist any third party so doing. The Manager shall be entitled to the equivalent of half of the employee’s annual wage as liquidated damages for violations to this restriction.
- (n) **Cumulative Remedies** – Any exercise by a Party hereto of its rights under this Agreement shall be cumulative and in addition to any other remedies to which that Party may be entitled.
- (o) **Status** – The Manager shall at all times during the Term be and act as an independent contractor of the Association with respect to its rights and obligations under this Agreement. This Agreement does not, and shall not be deemed to; create a joint venture, partnership or employer-employee relationship between the Association and the Manager. The Parties agree that Manager is deemed not to have the duties of a trustee or other fiduciary with respect to the Association, the Owners or the Board, or any of the tasks Manager shall perform for the Association.
- (p) **Authority** - If the Association is incorporated, it is understood and so assured by the signer that the person signing on behalf of Association is a duly elected officer thereof and has corporate authority to execute contracts. If Association is unincorporated, and this Agreement is signed by both parties prior to the first (organizational) homeowners meeting, it is understood and assured by the person signing on behalf of Association that the Association automatically assumes or will assume the full legal obligations of this Agreement for the full term stated in this Agreement and that no provisions to the contrary are or will be included in the Association’s Covenants, Conditions and Restrictions or Bylaws.
- (q) **Manager Licensing** – Only community managers who are licensed in the State of Illinois will be assigned to the Association’s property. The Agent also agrees to strictly comply with the Illinois Community Association Manager Licensing and Disciplinary Act. In the event Manager fails to so comply, notwithstanding any other terms in this Property Management Agreement to the contrary, the Association may terminate this Agreement upon ten (10) days’ written notice.



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.

SPECIAL CONDITIONS

CITY OF GENEVA FISHER FARMS SPECIAL SERVICE AREA SCOPE OF SERVICES FOR LANDSCAPE MAINTENANCE (2020, 2021 & 2022)

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 2020, 2021 and 2022.

TERM

The contract period will be for 2020, 2021 and 2022 April-November.

PRICE

2020 - \$53,380.00

2021 - \$53,380.00

2022 - \$53,380.00

_____ initial _____ initial

2/12/2020

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of June 2020 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 2020, 2021 and 2022 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 March, 2020

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 March, 2020

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 March, 2020

By _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this _____ day of March, 2020

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 March, 2020

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 March, 2020

Notary Public