



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Authorization to accept the 2022 Landscaping Maintenance Services Proposal from Sebert Landscaping		
Presenter & Title:	Nate Landers, Superintendent of Streets, Fleets, and Facilities		
Date:	October 4, 2021		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective:			
Estimated Cost: \$208,256	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>			
<b>Executive Summary:</b>			
<p>The landscape maintenance service contract includes mowing, weeding, trimming, and mulching of various sites throughout the City. Landscape maintenance service period runs from April to November. This is a one year contract with an option for years two and three. The City opened the bids on September 20<sup>th</sup> and received two bids. The bid tabulation has been attached for your review. Staff recommends using Sebert Landscaping for the 2022 landscape maintenance service contract.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Bid tab</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><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 vote; 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></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
Recommend approval of a Resolution Authorizing the City Administrator to enter into a contract for landscape maintenance services with Sebert Landscaping in the amount of \$208,256			

**RESOLUTION NO. 2021-84**

**RESOLUTION AUTHORIZING EXECUTION OF  
\_\_\_\_\_ [2022 Landscape Maintenance Services Contract to Sebert Landscaping] \_\_\_\_\_**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the awarding of a one (1) year contract to Sebert Landscaping, relating to the City of Geneva Landscape Maintenance Services

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 18th day of October, 2021

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 18th day of October, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN CITY OF SEBERT LANDSCAPING, INC.**

This Independent Contractor Agreement (Agreement) is between City of Geneva, an Illinois municipal corporation (hereinafter referred to as “Geneva” or “City of Geneva”) and Sebert Landscaping, Inc.. (hereinafter referred to as “Sebert Landscaping” or “Contractor”). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** The Sebert Landscaping is engaged in the independent business and occupation as a landscape contractor Sebert Landscaping represents that he is knowledgeable and skilled in the following:

2. **Services.** The Contractor agrees to provide the following services under this Agreement during the Contract Term, which shall commence on May 1, 2022 and terminate on April 30, 2023: Landscape Maintenance Services.

3. **Independent Contractor.** The Contractor acknowledges and agrees that the contractor is an independent contractor and not an agent or employee of the City of Geneva. The City of Geneva has sole discretion to determine when, contractor will perform services as well as the methods and techniques which will best accomplish the services to be provided under this Agreement. However, the contractor warrants that such methods and techniques will be in accordance with ethical and reputable business practices and that the contractor has the requisite expertise, ability, and skill to render the service required by this Agreement.

4. **Conflicts.** Nothing in this Agreement is intended to preclude the contractor from performing services for other entities and individuals. However, the contractor agrees not to engage in any activity that conflicts with the Geneva’s business interests or interferes with the independent exercise of the City of Geneva’s judgment in the best interests of the City of Geneva.

**5. Compensation.**

- a. For the services to be rendered under Paragraph 2 above, Geneva will pay the Contractor the sum \$26,812.96 per month for a period of 8 months spanning from May to November and then again in April.
- b. Contractor will submit his request for payment to Geneva at the end of each month.

6. **Taxes.** Neither federal, state, nor local payroll taxes of any kind or state disability insurance will be paid or withheld on behalf of the contractor. The contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. The contractor understands that if it is not a corporation, he may be liable for self-employment (social security) tax to be paid as required by law.

7. **Benefits.** Because the contractor is engaged in his own independently established business, the contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the City of Geneva to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing. No workers' compensation insurance will be provided by the Geneva for the contractor or any of its employees. The contractor agrees to obtain workers' compensation insurance for all of his employees and to provide the City of Geneva with a certificate of workers' compensation insurance coverage, as permitted by applicable law.

8. **Agency.** The contractor has no authority to bind the City of Geneva, to enter into any contracts or agreements on behalf of the City of Geneva, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.

9. **Indemnification.** The City of Geneva shall not be responsible for any action or failure to act by the contractor. The contractor agrees to indemnify and hold harmless the City of Geneva, its officers, directors, employees, agents, assigns, and successors against any claims, demands, or liability related to or arising out of the contractor's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and for any violations of law.

10. **City of Geneva Property.** Upon termination of the contractor's relationship with the City of Geneva, the contractor agrees to return all Geneva equipment to the City of Geneva.

11. **Statements.** The contractor agrees to refrain from making any public or private statement about the City of Geneva or its officers, Members or employees that would be injurious to the City of Geneva's business or reputation or which would, directly or indirectly, interfere with the business of the City of Geneva.

12. **Termination.** Either party may terminate this Agreement upon 60 days' written notice to the other.

13. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.

14. **Applicable Law.** This Agreement shall be governed by and interpreted under Illinois law.

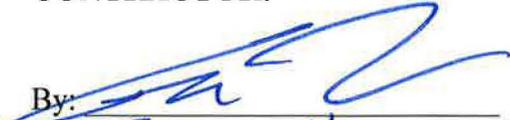
15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

16. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

17. **Survival.** The provisions of paragraph 11 of this Agreement shall survive the termination of the business relationship between the parties.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

**CONTRACTOR:**

By:   
Terence Holony

Date: 11/18/21

**CITY OF GENEVA:**

By:   
City Administrator

Date: 11/17/2021

