



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Landscape Maintenance Services		
Presenter & Title:	Nate Landers, Superintendent of Streets, Fleets, and Facilities		
Date:	February 5, 2024		
<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:EMS-II			
Estimated Cost: \$159,600/yr	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 bids were posted on the City website and opened on January 29<sup>th</sup> with seven bids received. The bid tabulation is attached for your review. The lowest proposed bidder is Mark 1 Landscaping. After checking references, the recommendation is to award the bid to Mark 1 Landscaping for the 2024 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. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons 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>			
<p>Recommend Approval of Resolution Authorizing the City Administrator to Execute a Contract with Mark 1 Landscaping for landscape maintenance services in the amount not to exceed \$159,600.00</p>			

**RESOLUTION NO. 2024-29**

**RESOLUTION AUTHORIZING EXECUTION OF  
2024 Landscape Maintenance Services Contract to Mark 1 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, a contract with Mark 1 Landscaping, relating to the City of Geneva Landscape Maintenance Services in an amount not to exceed \$159,600.00

**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 19th day of February, 2024.

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

Approved by me this 20th day of February, 2024.

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Mayor

ATTEST:

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City Clerk





**TRANSMITTAL**

February 15, 2024

Jeanne Fornari  
City of Geneva  
Executive Assistant & Deputy Clerk  
Office of the Mayor & City Administrator

RE: Landscape Maintenance  
Contract Documents for signature

COPIES	DATE	DESCRIPTION
2	2/15/24	Contract Documents

**MESSAGE:**

Original documents related to the Landscape Maintenance Services as authorized via Resolution 2024-29 at the February 20, 2024 City Council Meeting.

Thank you,

Nate Landers  
Superintendent of Streets, Fleets, and Facilities, Geneva Public Works

Cc: File

**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN CITY OF GENEVA AND ACCUARTE EDGE, 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 Accurate Edge, Inc. (hereinafter referred to as “Mark 1 Landscaping” or “Contractor”). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** The contractor is engaged in the independent business and occupation as a landscape contractor. Mark 1 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 April 1, 2024 and terminate on November 30, 2024: City 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 \$19,950.00 per month for landscape maintenance services upon confirmation that all sites have been maintained to the specifications detailed in the bid package.
- 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: Arthur Moore

Date: 2/14/24

**CITY OF GENEVA:**

By: Josephine  
City Administrator

Date: 2/21/24