

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2372**

**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR, TO
EXECUTE A SERVICE AGREEMENT WITH CLEARWATER LANDSCAPING IN AN AMOUNT
NOT TO EXCEED \$18,500 FOR LANDSCAPING SERVICES**

WHEREAS, Bellevue, Idaho ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and,

WHEREAS, the City's Public Works Department (Parks) is extremely understaffed and does not have the personnel to effectively maintain the City's landscape needs; and,

WHEREAS, it is essential the City have a Service Agreement ("Agreement") for landscaping services for City Hall and the Library, Memorial Park, O'Donnell Park, the Museum, ITD Berm and Chestnut Well, and the Tendoy Well Site; and

WHEREAS, the City requires proof of general liability and workers' compensation insurance in the form of a Certificate of Insurance; and.

WHEREAS, the Common Council desires to have a landscaping Agreement with Clearwater Landscaping for landscaping services.


NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AS FOLLOWS:

SECTION 1: The Service Agreement for landscaping services is approved substantially in the form presented at the April 8, 2024 Council meeting, attached hereto as **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.**


SECTION 2: The Agreement *may* be amended if Changes ("Approved Changes") are approved by the City's Common Council and that the signing of the Approved Changes and any related documents are conclusive evidence of the approval of the changes.

SECTION 3: The Mayor is authorized to execute the Service Agreement for landscaping service with Clearwater Landscaping.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 8th day of April, 2024.


Chris Johnson, Mayor

ATTEST:


Michelle K. Vest Sharr, City Clerk

ROLL CALL

Council Member Carreiro
Council Member Giordani
Council Member Leahy
Council Member Mahoney
Council Member Obenauf
Council Member Shay

AYE

X
X
X
absent
X
X

NAY





Proposal #6096

Customer:

City of Bellevue
P.O. Box 825
Bellevue, ID 83313

Property:

City Hall/Library
City of Bellevue
Bellevue, ID 83313

2024 Landscape Maintenance Agreement

Fixed Payment Services

Description of Services	Frequency	Annual Cost
Spring Cleanup		
Spring Cleanup Turf	1	\$400.00
Mowing		
Turf Mowing, Trimming, Blowing	11	\$825.00
Fertilizer & Weed Control		
Fertilize Turf - Round #1 (Donation)	1	\$0.00
Fall Cleanup		
Leaf Cleanup	1	\$150.00
Weed Control		
Application/Vegetation Control (Donation)	1	\$0.00
Annual Maintenance Price		\$1,375.00

Services Billed Upon Completion

Description of Services	Frequency	Annual Cost
Tree & Shrub Care T&M		
Tree Maintenance	1	\$75.00
Shrub Maintenance	1	\$75.00
Irrigation T&M		
Activate Irrigation	1	\$85.00
Monitor/Adjust Irrigation	19	\$1,615.00
Winterize Irrigation	1	\$85.00
		\$1,935.00
REVISED TOTAL:		\$320.00

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Annual Cost	
Thatch Turf	1	\$125.00	NO
Aerate Turf	1	\$125.00	NO

TOTAL | \$1,695.00 - EXHIBIT A

Terms & Conditions

Clearwater Landscaping takes great pride in our workmanship, endeavoring to provide you with the best service possible. In order to provide you that service, it is necessary to establish the following conditions under which Clearwater Landscaping will provide landscaping materials and services to you. Clearwater Landscaping and you, our customer, agree, as follows:

1. In providing services to you, Clearwater Landscaping shall use its best and good faith efforts to maintain the vitality of your lawn and landscaping and will attempt to guard against any loss of any portion of your lawn or landscaping, from such causes as, diseases, infestation of pests, fungus, failure of your irrigation system or acts of god, but Clearwater Landscaping shall not be liable for any loss of your lawn or landscaping or any other property damage or personal injury resulting from any failure of Clearwater Landscaping to act.
2. Prices are based on the condition and topography of your lawn and landscaping at the time we prepare an estimate. A change in these site conditions may result in adjustments to the price. If a change results in an adjustment to the price, Clearwater will notify you before performing additional work. You may automatically accept the adjusted price, by not responding to the notice. If you do not agree to an adjustment of price, you must notify Clearwater within five (5) calendar days of receipt of the notice. If you do not agree to the adjusted price, you or Clearwater shall have the right to cancel the agreement by providing notice.
3. Clearwater Landscaping submits invoices for payment of monthly charges and for optional services. All additional work and material requested will be billed and due upon completion of the work. All accounts are due and payable within ten (10) days of the date of the invoice. You will be billed a finance charge of 1 1/4 percent per month on any amount you do not pay Clearwater within thirty (30) days of the date on the invoice. If you do not pay Clearwater the entire amount of an invoice within thirty (30) days of the date on the invoice, Clearwater may cancel this agreement by providing you with notice.
4. If you become dissatisfied with Clearwater Landscaping's performance of this agreement, you must notify Clearwater immediately, stating the reasons for your dissatisfaction. This will give Clearwater an opportunity to correct any dissatisfaction as soon as possible. If after receiving notification, Clearwater fails to substantially perform the conditions of the agreement within fourteen (14) days of the notice, you have the right to cancel this agreement by providing Clearwater notice.
5. If under the terms of this agreement, you or Clearwater cancels this agreement, you agree to pay the amount invoiced, including any finance charges, and any other fees or costs specified in this agreement, for work performed under the agreement prior to the notice of cancellation.
6. In the event there is a dispute between you and Clearwater Landscaping as result of this agreement or the performance of the agreement, the party that prevails in the dispute shall be entitled to attorney fees and legal costs, whether or not you or Clearwater Landscaping file a court action, including any fees and costs incurred in appellate or bankruptcy courts.
7. Notice required by this Agreement must be given in writing to Clearwater Landscaping at P.O. Box 7690, Ketchum, Idaho 83340, and to you at the address you provide below. The official date of the notice shall be five (5) business days after the date postmarked on the notice.

Thank you for choosing Clearwater Landscaping!

In order to accept the agreement, please sign and complete the information requested below including indicating your method of payment, and return the original to Clearwater Landscaping P.O. Box 7690, Ketchum, Idaho 83340.

BILLING OPTIONS:

☒ Pay in Full, Less 5% if paid before April 1st, 2024

☒ 6 Monthly Payments (April-September)

Date

4.8.2023

Signature

LeMonk-Authorize Pcs. 2372

Print Name

Ellis Johnson, Mayor

Contracts will renew annually for client convenience



Proposal #6103

Customer:

City of Bellevue
P.O. Box 825
Bellevue, ID 83313

Property:

Memorial Park
City of Bellevue
Bellevue, ID 83313

2024 Landscape Maintenance Agreement

Fixed Payment Services

Description of Services	Frequency	Annual Cost
Mowing		
Turf Mowing, Trimming, Blowing	19	\$3,800.00
Fertilizer & Weed Control		
Fertilize Turf - Round #1 (Donation)	1	\$0.00
Irrigation		
Activate Irrigation	1	\$95.00
Monitor/Adjust Irrigation	11	\$605.00
Winterize Irrigation	1	\$95.00
Annual Maintenance Price		\$4,595.00

Optional Services

Initial next to optional services you would like added to your contract.		Frequency	Annual Cost	
<input type="checkbox"/>	Thatch Turf	1	\$750.00	NO
<input type="checkbox"/>	Aerate Turf	1	\$750.00	NO
<input type="checkbox"/>	Compost/Mulch (Playground Bark)	1	\$2,500.00	NO

TOTAL | \$4,595.00 - EXHIBIT B

Terms & Conditions

Clearwater Landscaping takes great pride in our workmanship, endeavoring to provide you with the best service possible. In order to provide you that service, it is necessary to establish the following conditions under which Clearwater Landscaping will provide landscaping materials and services to you. Clearwater Landscaping and you, our customer, agree, as follows:

1. In providing services to you, Clearwater Landscaping shall use its best and good faith efforts to maintain the vitality of your lawn and landscaping and will attempt to guard against any loss of any portion of your lawn or landscaping, from such causes as, diseases, infestation of pests, fungus, failure of your irrigation system or acts of god, but Clearwater Landscaping shall not be liable for any loss of your lawn or landscaping or any other property damage or personal injury resulting from any failure of Clearwater Landscaping to act.
2. Prices are based on the condition and topography of your lawn and landscaping at the time we prepare an estimate. A change in these site conditions may result in adjustments to the price. If a change results in an adjustment to the price, Clearwater will notify you before performing additional work. You may automatically accept the adjusted price, by not responding to the notice. If you do not agree to an adjustment of price, you must notify Clearwater within five (5) calendar days of receipt of the notice. If you do not agree to the adjusted price, you or Clearwater shall have the right to cancel the agreement by providing notice.
3. Clearwater Landscaping submits invoices for payment of monthly charges and for optional services. All additional work and material requested will be billed and due upon completion of the work. All accounts are due and payable within ten (10) days of the date of the invoice. You will be billed a finance charge of 1 1/2 percent per month on any amount you do not pay Clearwater within thirty (30) days of the date on the invoice. If you do not pay Clearwater the entire amount of an invoice within thirty (30) days of the date on the invoice, Clearwater may cancel this agreement by providing you with notice.
4. If you become dissatisfied with Clearwater Landscaping's performance of this agreement, you must notify Clearwater immediately, stating the reasons for your dissatisfaction. This will give Clearwater an opportunity to correct any dissatisfaction as soon as possible. If after receiving notification, Clearwater fails to substantially perform the conditions of the agreement within fourteen (14) days of the notice, you have the right to cancel this agreement by providing Clearwater notice.
5. If under the terms of this agreement, you or Clearwater cancels this agreement, you agree to pay the amount invoiced, including any finance charges, and any other fees or costs specified in this agreement, for work performed under the agreement prior to the notice of cancellation.
6. In the event there is a dispute between you and Clearwater Landscaping as result of this agreement or the performance of the agreement, the party that prevails in the dispute shall be entitled to attorney fees and legal costs, whether or not you or Clearwater Landscaping file a court action, including any fees and costs incurred in appellate or bankruptcy courts.
7. Notice required by this Agreement must be given in writing to Clearwater Landscaping at P.O. Box 7690 Ketchum, Idaho 83340, and to you at the address you provide below. The official date of the notice shall be five (5) business days after the date postmarked on the notice.

Thank you for choosing Clearwater Landscaping!

In order to accept the agreement, please sign and complete the information requested below including indicating your method of payment, and return the original to Clearwater Landscaping P.O. Box 7690 Ketchum, Idaho 83340.

BILLING OPTIONS:

☒ Pay in Full, Less 5% if paid before April 1st, 2024

☒ 6 Monthly Payments (April-September)

Date

4.8.2024

Signature

Le Monte Delbarre Pres. 23779

Print Name

Chris Johnson, Mayor

Contracts will renew annually for client convenience



EXHIBIT "C"
RES 2372

Proposal #6095

Customer:

City of Bellevue
P.O. Box 825
Bellevue, ID 83313

Property:

O'Donnell Park
City of Bellevue
Bellevue, ID 83313

2024 Landscape Maintenance Agreement

Fixed Payment Services

Description of Services	Frequency	Annual Cost
Spring Cleanup		
Spring Cleanup Turf	1	\$1,300.00
Mowing		
Turf Mowing, Trimming, Blowing	19	\$8,455.00
Fertilizer & Weed Control		
Fertilize Turf - Round #1 (Donation)	1	\$0.00
Irrigation		
Activate Irrigation	1	\$130.00
Monitor/Adjust Irrigation	9	\$630.00
Winterize Irrigation	1	\$130.00
Annual Maintenance Price		\$10,645.00

Services Billed Upon Completion

Description of Services	Frequency	Annual Cost
Tree & Shrub Care T&M		
Tree Maintenance	1	\$75.00
Shrub Maintenance	1	\$75.00
Natural Area Maintenance T&M		
Spring Clean Natural Area	1	\$85.00
Mowing Natural Area	1	\$85.00
Fall Clean Natural Area	1	\$85.00
		\$405.00

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Annual Cost	
<input type="checkbox"/> Thatch Turf	1	\$1,800.00	NO
<input type="checkbox"/> Aerate Turf	1	\$1,800.00	NO
<input type="checkbox"/> Compost/Mulch	1	\$2,500.00	NO

TOTAL | \$11,050.00 - EXHIBIT C

Terms & Conditions

Clearwater Landscaping takes great pride in our workmanship, endeavoring to provide you with the best service possible. In order to provide you that service, it is necessary to establish the following conditions under which Clearwater Landscaping will provide landscaping materials and services to you. Clearwater Landscaping and you, our customer, agree, as follows:

1. In providing services to you, Clearwater Landscaping shall use its best and good faith efforts to maintain the vitality of your lawn and landscaping and will attempt to guard against any loss of any portion of your lawn or landscaping, from such causes as, diseases, infestation of pests, fungus, failure of your irrigation system or acts of god, but Clearwater Landscaping shall not be liable for any loss of your lawn or landscaping or any other property damage or personal injury resulting from any failure of Clearwater Landscaping to act.
2. Prices are based on the condition and topography of your lawn and landscaping at the time we prepare an estimate. A change in these site conditions may result in adjustments to the price. If a change results in an adjustment to the price, Clearwater will notify you before performing additional work. You may automatically accept the adjusted price, by not responding to the notice. If you do not agree to an adjustment of price, you must notify Clearwater within five (5) calendar days of receipt of the notice. If you do not agree to the adjusted price, you or Clearwater shall have the right to cancel the agreement by providing notice.
3. Clearwater Landscaping submits invoices for payment of monthly charges and for optional services. All additional work and material requested will be billed and due upon completion of the work. All accounts are due and payable within ten (10) days of the date of the invoice. You will be billed a finance charge of 1 ½ percent per month on any amount you do not pay Clearwater within thirty (30) days of the date on the invoice. If you do not pay Clearwater the entire amount of an invoice within thirty (30) days of the date on the invoice, Clearwater may cancel this agreement by providing you with notice.
4. If you become dissatisfied with Clearwater Landscaping's performance of this agreement, you must notify Clearwater immediately, stating the reasons for your dissatisfaction. This will give Clearwater an opportunity to correct any dissatisfaction as soon as possible. If after receiving notification, Clearwater fails to substantially perform the conditions of the agreement within fourteen (14) days of the notice, you have the right to cancel this agreement by providing Clearwater notice.
5. If under the terms of this agreement, you or Clearwater cancels this agreement, you agree to pay the amount invoiced, including any finance charges, and any other fees or costs specified in this agreement, for work performed under the agreement prior to the notice of cancellation.
6. In the event there is a dispute between you and Clearwater Landscaping as result of this agreement or the performance of the agreement, the party that prevails in the dispute shall be entitled to attorney fees and legal costs, whether or not you or Clearwater Landscaping file a court action, including any fees and costs incurred in appellate or bankruptcy courts.
7. Notice required by this Agreement must be given in writing to Clearwater Landscaping at P.O. Box 7690 Ketchum, Idaho 83340, and to you at the address you provide below. The official date of the notice shall be five (5) business days after the date postmarked on the notice.

Thank you for choosing Clearwater Landscaping!

In order to accept the agreement, please sign and complete the information requested below including indicating your method of payment, and return the original to Clearwater Landscaping P.O. Box 7690 Ketchum, Idaho 83340.

BILLING OPTIONS:

☒ Pay in Full, Less 5% if paid before April 1st, 2024

☒ 6 Monthly Payments (April-September)

Date

4.8.2024

Signature

6 month - authorize Res 2372

Print Name

Chris Johnson, Mayor

Contracts will renew annually for client convenience



Proposal #6342

Customer:

City of Bellevue
P.O. Box 825
Bellevue, ID 83313

Property:

Museum, ITD Berm & Chestnut Well
Site
City of Bellevue
Bellevue, ID 83313

2024 Landscape Maintenance Agreement

Fixed Payment Services

Description of Services	Frequency	Annual Cost
Irrigation		
Activate Irrigation	1	\$240.00
Winterize Irrigation	1	\$240.00
Annual Maintenance Price		\$480.00

TOTAL | \$480.00 - EXHIBIT D

Terms & Conditions

Clearwater Landscaping takes great pride in our workmanship, endeavoring to provide you with the best service possible. In order to provide you that service, it is necessary to establish the following conditions under which Clearwater Landscaping will provide landscaping materials and services to you. Clearwater Landscaping and you, our customer, agree, as follows:

1. In providing services to you, Clearwater Landscaping shall use its best and good faith efforts to maintain the vitality of your lawn and landscaping and will attempt to guard against any loss of any portion of your lawn or landscaping, from such causes as, diseases, infestation of pests, fungus, failure of your irrigation system or acts of god, but Clearwater Landscaping shall not be liable for any loss of your lawn or landscaping or any other property damage or personal injury resulting from any failure of Clearwater Landscaping to act.
2. Prices are based on the condition and topography of your lawn and landscaping at the time we prepare an estimate. A change in these site conditions may result in adjustments to the price. If a change results in an adjustment to the price, Clearwater will notify you before performing additional work. You may automatically accept the adjusted price, by not responding to the notice. If you do not agree to an adjustment of price, you must notify Clearwater within five (5) calendar days of receipt of the notice. If you do not agree to the adjusted price, you or Clearwater shall have the right to cancel the agreement by providing notice.
3. Clearwater Landscaping submits invoices for payment of monthly charges and for optional services. All additional work and material requested will be billed and due upon completion of the work. All accounts are due and payable within ten (10) days of the date of the invoice. You will be billed a finance charge of 1 ½ percent per month on any amount you do not pay Clearwater within thirty (30) days of the date on the invoice. If you do not pay Clearwater the entire amount of an invoice within thirty (30) days of the date on the invoice, Clearwater may cancel this agreement by providing you with notice.
4. If you become dissatisfied with Clearwater Landscaping's performance of this agreement, you must notify Clearwater immediately, stating the reasons for your dissatisfaction. This will give Clearwater an opportunity to correct any dissatisfaction as soon as possible. If after receiving notification, Clearwater fails to substantially perform the conditions of the agreement within fourteen (14) days of the notice, you have the right to cancel this agreement by providing Clearwater notice.
5. If under the terms of this agreement, you or Clearwater cancels this agreement, you agree to pay the amount invoiced, including any finance charges, and any other fees or costs specified in this agreement, for work performed under the agreement prior to the notice of cancellation.
6. In the event there is a dispute between you and Clearwater Landscaping as result of this agreement or the performance of the agreement, the party that prevails in the dispute shall be entitled to attorney fees and legal costs, whether or not you or Clearwater Landscaping file a court action, including any fees and costs incurred in appellate or bankruptcy courts.
7. Notice required by this Agreement must be given in writing to Clearwater Landscaping at P.O. Box 7690, Ketchum, Idaho 83340, and to you at the address you provide below. The official date of the notice shall be five (5) business days after the date postmarked on the notice.

Thank you for choosing Clearwater Landscaping!

In order to accept the agreement, please sign and complete the information requested below including indicating your method of payment, and return the original to Clearwater Landscaping P.O. Box 7690 Ketchum, Idaho 83340.

BILLING OPTIONS:

Date

4.8.2024

☒ Pay in Full, Less 5% if paid before April 1st, 2024

Signature

6-month-authorized Res. 2372

☒ 6 Monthly Payments (April-September)

Print Name

Chris Johnson, mayor

Contracts will renew annually for client convenience



Proposal #6097

Customer:

City of Bellevue
P.O. Box 825
Bellevue, ID 83313

Property:

Tendoy Well Site
City of Bellevue
Bellevue, ID 83313

2024 Landscape Maintenance Agreement

Fixed Payment Services

Description of Services	Frequency	Annual Cost
Spring Cleanup		
Spring Cleanup Turf	1	\$275.00
Fertilizer & Weed Control		
Fertilize Turf - Round #1 (Donation)	1	\$0.00
Weed Control		
Application/Vegetation Control (Donation)	1	\$0.00
Annual Maintenance Price		\$275.00

Services Billed Upon Completion

Description of Services	Frequency	Annual Cost
Tree & Shrub Care T&M		
Tree Maintenance	1	\$75.00
Shrub Maintenance	1	\$75.00
Natural Area Maintenance T&M		
Spring Clean Natural Area	1	\$85.00
Mowing Natural Area	1	\$85.00
Fall Clean Natural Area	1	\$85.00
		\$405.00

Optional Services

Initial next to optional services you would like added to your contract.		Frequency	Annual Cost	
<input type="checkbox"/>	Thatch Turf	1	\$250.00	NO
<input type="checkbox"/>	Aerate Turf	1	\$250.00	NO

TOTAL | \$680.00 - EXHIBIT E

Terms & Conditions

Clearwater Landscaping takes great pride in our workmanship, endeavoring to provide you with the best service possible. In order to provide you that service, it is necessary to establish the following conditions under which Clearwater Landscaping will provide landscaping materials and services to you. Clearwater Landscaping and you, our customer, agree, as follows:

1. In providing services to you, Clearwater Landscaping shall use its best and good faith efforts to maintain the vitality of your lawn and landscaping and will attempt to guard against any loss of any portion of your lawn or landscaping, from such causes as, diseases, infestation of pests, fungus, failure of your irrigation system or acts of god, but Clearwater Landscaping shall not be liable for any loss of your lawn or landscaping or any other property damage or personal injury resulting from any failure of Clearwater Landscaping to act.
2. Prices are based on the condition and topography of your lawn and landscaping at the time we prepare an estimate. A change in these site conditions may result in adjustments to the price. If a change results in an adjustment to the price, Clearwater will notify you before performing additional work. You may automatically accept the adjusted price, by not responding to the notice. If you do not agree to an adjustment of price, you must notify Clearwater within five (5) calendar days of receipt of the notice. If you do not agree to the adjusted price, you or Clearwater shall have the right to cancel the agreement by providing notice.
3. Clearwater Landscaping submits invoices for payment of monthly charges and for optional services. All additional work and material requested will be billed and due upon completion of the work. All accounts are due and payable within ten (10) days of the date of the invoice. You will be billed a finance charge of 1 ½ percent per month on any amount you do not pay Clearwater within thirty (30) days of the date on the invoice. If you do not pay Clearwater the entire amount of an invoice within thirty (30) days of the date on the invoice, Clearwater may cancel this agreement by providing you with notice.
4. If you become dissatisfied with Clearwater Landscaping's performance of this agreement, you must notify Clearwater immediately, stating the reasons for your dissatisfaction. This will give Clearwater an opportunity to correct any dissatisfaction as soon as possible. If after receiving notification, Clearwater fails to substantially perform the conditions of the agreement within fourteen (14) days of the notice, you have the right to cancel this agreement by providing Clearwater notice.
5. If under the terms of this agreement, you or Clearwater cancels this agreement, you agree to pay the amount invoiced, including any finance charges, and any other fees or costs specified in this agreement, for work performed under the agreement prior to the notice of cancellation.
6. In the event there is a dispute between you and Clearwater Landscaping as result of this agreement or the performance of the agreement, the party that prevails in the dispute shall be entitled to attorney fees and legal costs, whether or not you or Clearwater Landscaping file a court action, including any fees and costs incurred in appellate or bankruptcy courts.
7. Notice required by this Agreement must be given in writing to Clearwater Landscaping at P.O. Box 7690 Ketchum, Idaho 83340, and to you at the address you provide below. The official date of the notice shall be five (5) business days after the date postmarked on the notice.

Thank you for choosing Clearwater Landscaping!

In order to accept the agreement, please sign and complete the information requested below including indicating your method of payment, and return the original to Clearwater Landscaping P.O. Box 7690 Ketchum, Idaho 83340.

BILLING OPTIONS:

XX Pay in Full, Less 5% if paid before April 1st, 2024

XXX 6 Monthly Payments (April-September)

Date

Signature

Print Name

4.8.2024

6-month, authorize P.O. Box 7690
Chris Johnson, Mayor

Contracts will renew annually for client convenience