

Louisville Metro Council City Agency Request

- Neighborhood Development Fund (NDF)
- Capital Infrastructure Fund (CIF)
- Municipal Aid Program (MAP)

Primary Sponsor: Councilman David Yates

Amount: \$1,897.50

Date: 6/4/2015

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):

Bi-weekly watering of 30 trees planted in conjunction with CM Yates' office, Brightside & the Southwest YMCA along the YMCA Soccer fields and along Fordhaven Road. The trees were provided by Brightside at CM Yates' request. The watering is to ensure the survival of the 30 trees.

City Agency: Brightside

Contact Person: Erin Thompson

Agency Phone: 574-4030

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

25 District # David Yates Council Member Signature \$1,897.50 Amount 6/4/15 Date

Approved by: _____
Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: _____ To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

OFFICE OF METRO COUNCIL CLERK
REVIEWED

Revised July 2013

DATE 6/8/15 TIME 11:17

JUN 8 2015 11:15

NDF OR CIF INTERAGENCY CHECKLIST

Interagency Name: Brightside

Program/Project Name: Fordhaven Tree Watering

	Yes/No/NA
Request Form: Is the NDF Request Signed by all Council Member(s) Appropriating Funding?	Yes
Request Form: If matching funds are to be used, are they disclosed with account numbers in the request form description?	N/A
Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount?	N/A
Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	N/A
Funding Source: If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	N/A
Funding Source: If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	N/A
Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000?	No
Ordinance Required: Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	No

Prepared by: Brian Boles

Date: 6/4/2015

Boles, Brian

From: Yates, David
Sent: Monday, June 08, 2015 10:43 AM
To: Boles, Brian
Subject: NDF - Tree Watering

Brian,

You have my permission to sign for the Tree Watering NDF to Brightside.

Thank you,

David



Council District 25 Proposal

Fordhaven and SW YMCA Tree Watering:

Bi-weekly watering of 30 trees \$1897.50
(Performed from June 1 to Oct 16, 2015)

Total Cost: \$1897.50



Please remit payment to:
Brightside
527 West Jefferson ST, Suite 606
Louisville, KY 40202

Tree Watering Regiment

By Erin Thompson, Urban Forestry Coordinator for City of Louisville, KY

1. **At time of planting:** After a tree has been properly planted in the ground it needs to be watered immediately.
2. **Year 1:** The first year that the tree is in the ground it needs to be watered once a week so that it receives the equivalent of 1 inch of rainfall weekly from around mid-April to mid-September when temperature are in the high 70's and up. Make sure that the root zone of the tree gets plenty of access to the water (don't just apply water to one area but the whole area). The best method of watering is slow and even across the root zone—the reason that Gator Bags are often utilized. Make sure that the soil is damp not soggy.
****Adjust timing if hot weather starts or ends early.**
*****If there is a rainfall event that produces 1 inch or greater rainfall, there is not a need to water the tree. One can always test the soil moisture by using a small trowel shovel to access the soil adjacent to the root zone at a depth of 2 inches. If the soil is dry, than water. If the soil is overly damp to soggy, than hold off—over watering a tree can damage it too.**
3. **Year 2:** Water the tree by-weekly from mid-April to mid-September.
4. **Year 3:** Once a month from mid-April to mid-September.

Links:

Arbor Day Foundation

<https://www.arboday.org/trees/tips/watering.cfm>

Trees are Good

<http://www.treesaregood.com/> or [http://www.treesaregood.com/](http://www.treesaregood.com/treecare/resources/New_TreePlanting.pdf) or [treecare/resources/New_TreePlanting.pdf](http://www.treesaregood.com/treecare/resources/New_TreePlanting.pdf)

3/19/2014

Boles, Brian

From: Thompson, Erin
Sent: Thursday, June 04, 2015 3:22 PM
To: Boles, Brian; Brohm, Oscar
Cc: Robinson, Donald
Subject: RE: Watering Trees

I'm sorry I did not answer your question. Yes, put me down as contact for this request. I am also CC'ing Donald Robinson whom is sitting in for Gina O'Brien while on maternity leave. Donald and I have spoken about this project and I approves for me to accept these funds from CM Yates office on behalf of Brightside.

Please let me know if you require more information. Thank you

From: Boles, Brian
Sent: Thursday, June 04, 2015 2:43 PM
To: Brohm, Oscar; Thompson, Erin
Subject: RE: Watering Trees

Ok looks perfect to me. Just wanted to make sure we are on the same page.

As requested below whom can I use as a contact for this request, Erin is it ok to use you or does Brightside wish to have the director, assistant director as this contact?

Also please reply by stating whether Brightside will accept this funding for this project or not.

Thank you,



Brian Boles

Legislative Assistant
Councilman David Yates
District 25
601 West Jefferson St, 3rd floor
Louisville, KY 40202
Email: brian.boles@louisvilleky.gov
Office: (502) 574-1125

Click [HERE](#) to sign up for the weekly District 25 eNews!

Click [HERE](#) to view District 25's Community Calendar!

From: Brohm, Oscar
Sent: Thursday, June 04, 2015 2:28 PM
To: Thompson, Erin; Boles, Brian
Subject: RE: Watering Trees

Memorandum of Agreement

Between the

**Louisville/Jefferson County Metro Government, acting by and through
Operation Brightside Incorporated**

And

**The Young Mens Christian Association of Greater Louisville, acting by and
through its Southwest Family YMCA**

Pertaining to the Planting and Maintaining Trees

This Memorandum of Agreement is made and entered by and between the Louisville/Jefferson County Metro Government, acting through Operation Brightside Incorporated (hereafter referred to as Brightside), a Kentucky 501 ©(3) corporation, with the address at Metro Hall, 6th Floor, 527 West Jefferson Street, Louisville, KY 40202; and the Young Mens Christian Association of Greater Louisville, acting by and through its Southwest Family YMCA (hereafter referred to as SW YMCA), 2800 Fordhaven Road, Louisville, KY 40214.

1. Services:

Brightside shall plant 30 trees in the right of way along the northwest side Fordhaven Road from 2901 to 3221 and on the publicly owned property (Louisville Water Company) of the SW YMCA at 2800 Fordhaven Road. Brightside will provide watering bags to the SW YMCA. SW YMCA shall assume the care and maintenance of all plantings for a period of three years as per the recommendations of the Louisville Metro Urban Forestry Coordinator. Said recommendations include weekly watering from mid-April to mid-September in year 1; biweekly watering and pruning from mid-April to Mid-September in year 2; watering and pruning every 4 weeks from June to September in year 3.

2. Cost:

Brightside will provide and plant the tree(s) at no cost to SW YMCA. Brightside will provide watering bags at no cost to SW YMCA. SW YMCA will maintain such trees at its own expense.

3. Conflict of Interest:

The parties certify, by the signatures of duly authorized Representatives on this Agreement, that they are legally entitled to enter into this MOA and that they shall not be violating, either directly to indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of this agreement.

4. Entire Agreement:

This agreement is the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

5. Successors:

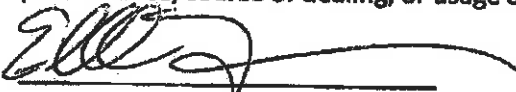
This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Severability:

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.

7. Warranties:

Brightside makes no warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing, or usage of trade.



Brightside Representative/DATE
Metro Hall, 6th Floor
527 West Jefferson Street
Louisville, KY 40202



SW YMCA Representative

