

Louisville Metro Council City Agency Request

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

Primary Sponsor: Councilman Dan Johnson

Amount: \$1,920.00

Date: August 1, 2016

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

Removal of 43" oak tree with stump on Seneca Trail

City Agency: Division of Community Forestry

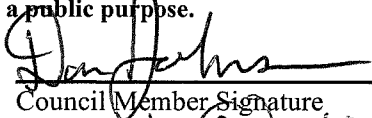
Contact Person: Erin Thompson

Agency Phone: 502-574-4030

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

21

District #


Council Member Signature

\$1,920

Amount

8-1-16

Date

by BOA w/ Express Permission

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: _____

Actual Cost: _____ Funds Returned: _____

CIF, NDF, MAP OR PAV INTERAGENCY CHECKLIST

Interagency Name: Division of Community Forestry

Program/Project Name: Removal of oak tree on Seneca Trail

	Yes/No/NA
Request Form: Is the 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?	NA
Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA
Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA
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.	NA
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.	NA
Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	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?	NA
Supporting Documentation: Does the attachment include a valid estimate and description of cost?	Yes

Prepared by:

Bryan Mathews

Date: August 1, 2016



Bob Ray Company, Inc.

"No Job Too Small, No Tree Too Tall"

www.bobrayco.com

Customer Name Lou Metro Attn: Russ Date 11-30-2015

Phone _____ Cell 574-3383 Fax _____

Job Location 146 Seneca Trail City _____ State _____ Zip _____

Billing Address (if different) on file Email _____

-Specifications for Contract (or) Estimates -

Remove 43" Oak tree with stump.

We propose to furnish material, labor and equipment to complete work in accordance with above specifications. The Bob Ray Co., Inc.'s estimated cost of the performance of the tasks presented above is \$ \$1920.00. Should there be any reason to modify the scope of work, the Bob Ray Company, Inc. will seek your approval with a revised estimated cost before commencing any such additional work.

All work is to be completed in a workmanlike manner. All agreements are contingent upon weather, accidents and other delays beyond our control. See reverse side for the terms and conditions of work to be performed. The above price(s) and specification(s) are satisfactory and hereby accepted. You are authorized to do the work as specified.

This agreement and any noted attachments constitutes the entire agreement between the Bob Ray Co., Inc. and the below signed concerning the subject matter hereof. This agreement supersedes all prior agreements, discussions, representations, warranties and covenants between the Parties with respect to the above specified work. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

Your signature below will constitute a binding contract.

Representative's Signature David Hartlage Customer's Signature _____

Date 11-30-2015 Date _____



ANSI A300 Pruning Specifications

Crown Cleaning – Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches.

Crown Thinning – Selective pruning to reduce density of live branches.

Crown Raising – Selective pruning to provide vertical clearance.

Crown Reduction – Selective pruning to decrease height and/or spread.

Crown Restoration – Selective pruning to improve the structure, form and appearance of trees that have been severely headed, vandalized, or damaged.

Vista Pruning – Selective pruning to allow a specific view.

Stump Grinding Standards

Grind and Leave Lay – Grind 8-10" below grade, leaving grindings where they land.

Grind and Backfill All – Grind 8-10" below grade and put chips back in hole, although there will sometimes be excess chips.

Grind and Haul Excess – Grind 8-10" below grade and haul excess chips leaving hole at or near ground level.

Grind and Soil Backfill – Haul away all chips and fill hole with topsoil.

Add Visible Surface Roots – same specifications as above.

Total Grind – Grind a minimum of 18", or enough to allow replacement of the tree.

Deep Water Your Plants

From May through October your trees are actively growing and depend on water to carry out their daily processes. We do not have optimum rainfall during these months.

You hear different opinions on how to water your trees and most of them are guesses. The Tree Care Industry Association says that a mature shade tree has the capability of absorbing 80 to 100 gallons of water from the soil every 24 hours that the tree supports green foliage. One of the primary purposes of tree roots is to absorb the needed amount of water – if you take care of the roots, you're taking care of an essential part of the tree.

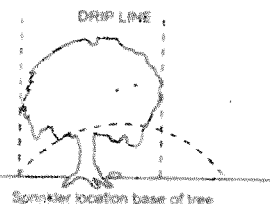
The soil environment determines root growth. 90% of a tree's absorbing roots will usually be found within the upper 12 to 15 inches where soil conditions are closest to ideal. Both too little and too much soil moisture can be a problem for roots. When absorbing roots use up all the available moisture nearby, they stop taking up water and root tip growth stops. If re-watered immediately after growth stops, new root growth may not take place for a week. If water is withheld longer, root growth can take up to five weeks to resume, and some of the smaller roots may die.

Prolonged soil saturation fills spaces normally occupied by air. In most soils, if less than eight to ten percent oxygen is available, roots are killed and cannot take up moisture, this results in wilted/droopy leaves that are dry to the touch - the same symptoms as drought.

Soaker hoses in landscape beds once every three weeks for four to six hours will promote excellent health. *Sprinklers* are necessary for trees. Root systems spread far beyond the branch tips if soil is available and the entire root zone should be watered. An eight hour soaking once every four to five weeks – May through October enables enough roots to absorb this water and have a reserve that will last until the next watering about one month later. In some situations you may need to adjust the length of time: hillsides may take longer, low areas less. Prolonged windy conditions increase the amount of moisture lost from leaves. This may result in a need to increase frequency i.e. from every five weeks to every four.

Lack of watering or watering for short periods of time can cause new roots to come to the surface where they are more vulnerable to drying.

For recently transplanted trees, only the root ball needs to be watered. One to two gallons of water per inch of trunk caliper (measured six inches above the soil) is the proper amount. A five-gallon bucket with holes punched in the bottom will allow you to measure the amount as well as slowly apply the water. Landscape sized trees (less than 4 inches) planted in the Spring should be watered twice weekly for two to five months, then weekly until established. It takes 12 months per inch of trunk caliper to establish the tree. Increase volume cannot make up for lack of frequency, and watering soon after transplanting is a priority – playing catch-up doesn't work.





Bob Ray Co., Inc.

Terms and Conditions of work to be performed

The following terms and conditions are part of the confirmation of work to be performed by Bob Ray Co., Inc. for the authorizing party (Client), and with the information on the preceding page(s), constitute the entire agreement.

- Bob Ray Co., Inc. is insured for liability resulting from injury to persons or property, and all of its employees are covered under workers compensation insurance.
- Bob Ray Co., Inc. assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio or any other paved, bricked, stoned, concrete or asphalted surface resulting from trucks and equipment being used to access the job.
- Bob Ray Co., Inc. is not responsible for damage to irrigation lines, drain lines, invisible fences, cables or any other underground utilities, unless the systems are accurately marked and mapped by the client and a copy is presented to Bob Ray Co., Inc. before the work is performed.
- Bob Ray Co., Inc. will not be held responsible for any unforeseen or abnormal reaction to any trees, shrubs or lawns resulting from the proper application of chemicals and formulations according to their appropriate labels.
- Clean-up shall include removing wood, brush, clippings and raking of the entire area affected by the specified work, unless noted otherwise in this proposal.
- Stump removal is not included in the tree removal price unless specified in this agreement. Surface and subsurface roots beyond the stump are not removed unless specified.
- Cables and braces reduce, but do not remove the risk of branch and trunk failure. All supplemental support systems have a finite life and should be inspected annually or after any significant weather event. It is the client's responsibility to contact Bob Ray Co., Inc. to schedule this service for an additional fee.
- Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations made are intended to minimize or reduce such hazards. There can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client shall not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.
- Any additional work required to complete the work specified, caused by the client's failure to make known or caused by previously unknown foreign material in the trunk, branches, underground, or any other condition not apparent in estimating the work, shall be paid for by the client on a time and material basis.
- Client affirms all trees and vegetation upon which work is to be performed are owned by the client, or that authorization for the work has been obtained from the rightful property owner. Furthermore, Client shall be responsible for compensating Bob Ray Co., Inc. for any and all damages collected against Bob Ray Co., Inc. by any third party demonstrating actual ownership of the trees and vegetation upon which the work was performed.
- Client is responsible for obtaining and paying for all required local permits necessary to perform work described in this agreement.
- Estimates older than 45 days are subject to change.
- Payment is to be received upon completion of the work and receipt of invoice. In the event that the scope of the work changes, Bob Ray Co., Inc. will be paid for all items on this proposal that have been completed.
- Both the Client and Bob Ray Co., Inc. agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other legal remedy.
- Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month. In addition, the customer is responsible for the cost and expense of collection, including reasonable attorney fees incurred in the collection process. There will be a fee of \$30 for all returned checks.

Mathews, Bryan L

From: Thompson, Erin
Sent: Friday, August 12, 2016 11:22 AM
To: Mathews, Bryan L
Subject: RE: letter

Bryan-

If council appropriate funds the Division of Community Forestry will accept them and schedule the city contractor to perform the tree removal at 146 Seneca Trail.

Thank you



**DIVISION OF
COMMUNITY
FORESTRY**
Office of Sustainability – Louisville Forward

Erin M. Thompson
Urban Forester/Community Forestry Supervisor
ISA Certified Arborist KY-0813A
Division of Community Forestry-Louisville Forward
527 West Jefferson St, Suite 606
Louisville, KY 40202
Office: (502) 574-4030
Erin.Thompson@louisvilleky.gov

From: Mathews, Bryan L
Sent: Tuesday, August 09, 2016 1:02 PM
To: Thompson, Erin
Subject: letter

Erin – I need an email from you stating that the Division of Community Forestry will accept the \$1,920 to remove the tree on Seneca Trail. Estimate attached.

Thanks!

Bryan Mathews
Legislative Assistant
Office of Councilman Dan Johnson
Louisville Metro Council-District 21
601 W. Jefferson Street, Ste. 315
Louisville, KY 40202

502.574.1121

Mathews, Bryan L

From: Johnson, Dan D
Sent: Tuesday, August 09, 2016 1:15 PM
To: Mathews, Bryan L
Subject: RE: signature confirmation

Yes I did get it done

From: Mathews, Bryan L
Sent: Tuesday, August 09, 2016 1:04 PM
To: Johnson, Dan D
Subject: signature confirmation

Councilman Johnson: Please confirm by responding to this email that you authorized me to sign the appropriation of \$1,920 to have a tree removed on Seneca Trail.

Bryan Mathews

Legislative Assistant
Office of Councilman Dan Johnson
Louisville Metro Council-District 21
601 W. Jefferson Street, Ste. 315
Louisville, KY 40202

502.574.1121



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