

Louisville Metro Council City Agency Request

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

Primary Sponsor: Councilwoman Cindi Fowler

Amount: \$864.00 **Date:** 10/24/2016

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):
 Neighborhood Development Funds will be directed to the Division of Community Forestry to remove a 30 ft. tall dead Ash tree within the right-of-way in the vicinity of 5500 Deering Heights Dr.

City Agency: Louisville Metro Division of Community Foestry
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 and have the attached documentation from the receiving department concerning the project/expenditure.

14	<input type="checkbox"/>		\$864.00	10/24/2016
District #		Council Member Signature	Amount	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: _____

Actual Cost: _____ Funds Returned: _____

NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

Interagency Name: Division of Community Forestry

Program/Project Name: Deering Heights Tree Removal

	Yes/No/NA
Request Form: Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes <input type="checkbox"/>
Request Form: If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA <input type="checkbox"/>
Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA <input type="checkbox"/>
Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA <input type="checkbox"/>
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 <input type="checkbox"/>
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 <input type="checkbox"/>
Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	No <input type="checkbox"/>
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 <input type="checkbox"/>
Supporting Documentation: Does the attachment include a valid estimate and description of cost?	Yes <input type="checkbox"/>

Submitted by:  _____

Date: 10/24/2016



Bob Ray Company, Inc.

"No Job Too Small, No Tree Too Tall"

www.bobrayco.com

Customer Name Louisville Metro Attn: Lee Pulliam Date 10.21.2016
 Phone 574-3383 Cell _____ Fax _____
 Job Location 5500 Deering Heights Drive City Louisville State KY Zip 40272
 Billing Address (If different) on file Email lee.pulliam@louisvilleky.gov

-Specifications for Contract (or) Estimates -

Remove 25" DBH Ash 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 \$ 864.00. 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 Adam Palmer Customer's Signature _____
 Date 10.21.2016 Date _____





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.

Bowman, Michael

From: Thompson, Erin
Sent: Monday, October 24, 2016 2:57 PM
To: Bowman, Michael; Pulliam, Lee W
Cc: Fowler, Cindi
Subject: RE: 5500 Deerring Heights Drive

Michael-

The Division of Community Forestry will accept the appropriated funds from CW Fowlers office to remove the tree at 5500 Deerring Heights Drive. Once the Division receives confirmation from OMB that the funds have been transferred, we will contact the contractor to schedule the tree work. Please list myself, Erin Thompson, as the contact for OMB.

If you have further questions, please let Lee or I know. Thank you and have a good day.

Erin



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: Bowman, Michael
Sent: Monday, October 24, 2016 2:43 PM
To: Pulliam, Lee W
Cc: Thompson, Erin; Fowler, Cindi
Subject: RE: 5500 Deerring Heights Drive

Lee,
Our office will appropriate the funding for this tree removal. I just need a response from you that your agency will accept the funding for this purpose and the contact person from your agency for OMB to reference should there be any questions.

I appreciate the help in this matter!
Thanks!



Michael Bowman | Legislative Assistant
Office of Councilwoman Cindi Fowler
Louisville Metro Council | District 14

p: 502.574.1114
e: michael.bowman@louisvilleky.gov
w: www.louisvilleky.gov/district14

City Hall
601 West Jefferson Street, Ste. 307
Louisville, Kentucky 40202

From: Pulliam, Lee W
Sent: Monday, October 24, 2016 9:29 AM
To: Bowman, Michael
Cc: Thompson, Erin
Subject: 5500 Deerring Heights Drive

Hello Michael,
I have attached the cost estimate from Bob Ray Company for the removal of the 25" Ash tree located in the public right-of-way at 5500 Deerring Heights Drive. Please let us know if Councilwoman Fowler decides to appropriate the funds for this removal. Please let us know if you have any further questions.

Thanks,
Lee

From: Thompson, Erin
Sent: Tuesday, October 18, 2016 3:42 PM
To: Bowman, Michael
Cc: Pulliam, Lee W
Subject: City Tree Ordinances

Mike-

Thank you for taking the time to talk to me today. Attached are the city ordinances that we discussed. The one that I cited regarding abutting property owners responsibility for the trees in the public right of way is 96.03.

Lee will get the requested cost estimate for you and send over. Please let me know if additional information is needed. Have a good day!



**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

Bowman, Michael

From: Fowler, Cindi
Sent: Monday, October 24, 2016 4:28 PM
To: Bowman, Michael
Subject: Tree Removal NDF

Michael,
Please sign the Deering Heights tree removal NDF on my behalf.
Thanks
Cindi

Thank you,
Councilwoman Cindi Fowler
Louisville Metro Council | District 14
p:(502) 574-1114
e: cindi.fowler@louisvilleky.gov