

CIF102021DF09

**Louisville Metro Council City Agency Request**  
**Neighborhood Development Fund (NDF)**  
**■ Capital Infrastructure Fund (CIF)**  
**Municipal Aid Program (MAP)**  
**Paving Fund (PAV)**

**Primary Sponsor:** Councilman Bill Hollander

**Amount:** ~~\$19,998.00~~ \$17,575.00 **Date:** September 24, 2021

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

To fund the removal of <sup>20</sup>~~29~~ trees, crown clean 2 trees and grind <sup>21</sup>~~29~~ stumps along Frankfort Avenue. A list of exact locations is attached to this packet. All trees will be replaced.

**City Agency:** Division of Forestry  
**Contact Person:** Barry Edgar  
**Agency Phone:** (502) 574-3927

**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.**

<u>9</u>	<u>Bill Hollander</u>	<u>\$17,575.00</u>	<u>9/24/2021</u>
District #	Council Member Signature	Amount	Date

**Approved by:** \_\_\_\_\_  
Appropriations Committee Chairman Date

**Clerk's Office & OMB Use Only:**

Request Amount: \_\_\_\_\_ Amended Amount: \_\_\_\_\_

Reference #: CIF102021DF09 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 Forestry**Program/Project Name:** Removal and stump grinding of trees along Frankfort Avenue

	Yes/No/NA
<b>Request Form:</b> Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes
<b>Request Form:</b> If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA
<b>Request Form:</b> If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA
<b>Request Form:</b> If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA
<b>Funding Source:</b> 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.	Yes
<b>Funding Source:</b> 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.	Yes
<b>Ordinance Required:</b> Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	<del>No</del> NA
<b>Ordinance Required:</b> Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	<del>No</del> NA
<b>Supporting Documentation:</b> Does the attachment include a valid estimate and description of cost?	Yes

Submitted by: Kyle EtheridgeDate: 9/24/2021



# Bob Ray Company Inc.

"No Job Too Small, No Tree Too Tall"

www.bobrayco.com

# Proposal

## Louisville Metro/DCF 202109230

Monday, October 18, 2021

### Billing Address

Louisville Metro/DCF

611 W Jefferson Street  
Louisville, KY 40202

Mobile: (502) 216-6768 Barry

Arborist: Shawn McMullen

(502) 773 - 1120

smcmullen@bobrayco.com

Job Location: See Addresses Below

Louisville, KY 40207

#	Item	Description	Qty	Cost
1	Various trees	Remove approximately 20 trees along Frankfort Ave.	20	\$10,135.00
2	Various trees	Crown clean 2 trees along Frankfort ave.	2	\$1,800.00
3	Stump(s)	Grind 21 stumps 8-10 inches below grade haul excess	21	\$5,640.00

Exact location are on the list provided by Louisville Metro/DCF

Haul away debris

Item #2 is an approximate price.

**Subtotal:** \$17,575.00

**Tax:** \$0.00

**Total:** \$17,575.00

We propose to furnish material, labor, and equipment to complete work in accordance with above specifications.

The above prices(s) and specification(s) are satisfactory and hereby accepted. You are authorized to do the work as specified.

Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

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.

Your signature below will constitute a binding contract

Representative's Signature

Date 09/23/2021

Customer's Signature

\_\_\_\_\_

Date

\_\_\_\_\_



# **Bob Ray Company Inc.**

The following terms and conditions are part of the confirmation of work to be performed by Bob Ray Co. Inc. for the authorizing part (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 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 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 is subject to 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.

\*ANSI A300 standards are the generally accepted industry standards for tree care practices

## 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.

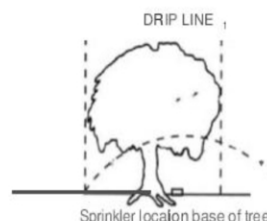
Prolonged soil saturation fills spaces normally occupied by air. In most soils, if less than eight to ten percent oxygen is available, roots are killed and cannot take up moisture, this results in wilted/droopy leaves that are dry to the touch - the same symptoms as drought.

*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.

CUSTOMER COPY





Address	Business	Direction	Planting Space	Notes	Address Notes
2347 Frankfort Ave	near El Mundo	Eastbound	tree well	Vase shaped spp.	
2356 Frankfort Ave	Walgreens	Westbound	tree well		
2354 Frankfort Ave	Ave Bar	Eastbound	tree well		
2320 Frankfort Ave	Redefine Design	Eastbound	tree well		
2320 Frankfort Ave	Redefine Design	Eastbound	tree well		
2250 Frankfort Ave	Crave Cafe	Eastbound	tree well		
2144 Frankfort Ave	Cafe Classico	Eastbound	tree well	try to expand	S Clifton St side
2106 Frankfort Ave	Varanese	Eastbound	tree well	guide wire present; vase shaped spp.	Across from 2117 Frankfort Ave (near tracks)
2106 Frankfort Ave	Varanese	Eastbound	tree well		
2052 Frankfort Ave	Divinity Fine Catering	Eastbound	tree well		
2052 Frankfort Ave	Divinity Fine Catering	Eastbound	tree well		
2101 Frankfort Ave	The Manhattan Project	Westbound	tree well		
2115 Frankfort Ave	Frankfort Liquors	Westbound	tree well	Vase or tightly shaped spp.	
2612 Frankfort Ave		Eastbound	tree well		
1740 Frankfort Ave		Eastbound	tree well		
1804 Frankfort Ave		Eastbound	tree well		
1617 Mellwood	Excel Shop Furniture		tree well		
Frankfort Ave and Iola Rd		Westbound	Green Verge		
Frankfort Ave and Fairlawn Rd		Westbound	Green Verge		
3412 Frankfort Ave (Across)	Party Supply	Westbound	Green Verge		
3412 Frankfort Ave (Across)	Party Supply	Westbound	Green Verge		
3412 Frankfort Ave (Across)	Party Supply	Westbound	Green Verge		
S Bayly Ave and Frankfort Ave	Just Creations	Westbound	Green Verge	right under light'; next to pole	
3420 Frankfort Ave	Sunoco Gas	Westbound	Green Verge		

3420 Frankfort Ave	Sunoco Gas	Westbound	Green Verge		
Frankfort Ave and Pennnyslvania Ave	Across from Water Company	Westbound	Green Verge		
1805 Frankfort Ave				TL	
1807 Frankfort Ave				TL	
1809 Frankfort Ave				TL	
1811 Frankfort Ave				TL	
1825 Frankfort Ave				TL	
Frankfort Ave and Sac	Across from Water Company	Westbound	Green Verge		
Frankfort Ave and East	Anniey May (Across)	Westbound	Green Verge		
Frankfort Ave and Cres	Mr. Smith (Across)	Westbound	Green Verge		
1730 Frankfort Ave		Westbound	Tree well		
1617 Frankfort Ave					
1627 Frankfort Ave	Across	Westbound	Tree well		
1641 Mellwood Ave			tree well		
1643 Mellwood Ave	Bob Collett		tree well		
1643 Mellwood Ave			tree well		
1643 Mellwood Ave	Acroos next to bus stop		tree well		

## Ethridge, Kyle

---

**From:** Edgar, Barry E.  
**Sent:** Friday, September 24, 2021 9:45 AM  
**To:** Ethridge, Kyle  
**Cc:** Cindi Sullivan; Hollander, Bill H.  
**Subject:** RE: Bob Ray Co. Proposal

Hi Kyle,  
We accept! We will get back to you on a planting plan.

Have a great weekend,  
Barry

**From:** Ethridge, Kyle <Kyle.Ethridge@louisvilleky.gov>  
**Sent:** Friday, September 24, 2021 9:27 AM  
**To:** Edgar, Barry E. <Barry.Edgar@louisvilleky.gov>  
**Cc:** Cindi Sullivan <cindi@treeslouisville.org>; Hollander, Bill H. <Bill.Hollander@louisvilleky.gov>  
**Subject:** RE: Bob Ray Co. Proposal

Barry,

Thanks so much! D9 will be funding the removal and stump grinding of these trees.

Will Forestry accept the funds?

Also, what's the replanting plan? Have we heard about the MSD funds, Cindi?

Thanks all,  
Kyle



Ms. Kyle Ethridge | Legislative Assistant  
Office of Councilman Bill Hollander  
601 W. Jefferson Street | Louisville, KY 40202  
d: (502) 574-3908 o: (502) 574-1109

Click [here](#) to sign up for the bi-weekly District 9 weekly eNews, and sign up for the D9 [blog](#) for the latest neighborhood news and alerts!

**From:** Edgar, Barry E. <Barry.Edgar@louisvilleky.gov>  
**Sent:** Thursday, September 23, 2021 11:58 AM  
**To:** Ethridge, Kyle <Kyle.Ethridge@louisvilleky.gov>  
**Cc:** Cindi Sullivan <cindi@treeslouisville.org>; Hollander, Bill H. <Bill.Hollander@louisvilleky.gov>  
**Subject:** FW: Bob Ray Co. Proposal

Hi Kyle,  
Here is the cost estimate for tree removals on Frankfort Ave.

Thanks!  
Barry