

TOWN OF SAN ANSELMO
STAFF REPORT
January 17, 2013

For the meeting of January 22, 2013

TO: Town Council

FROM: Sean Condry, P.E., Public Works Director

SUBJECT: Consider continuation of cost sharing of Elm tree spraying in the Barber Avenue neighborhood.

RECOMMENDATION:

That Town Council considers whether to continue a program to pay for pest control treatment of Elm street trees in the Barber Avenue neighborhood. If the program is continued, it is requested the Council authorize the Public Works Director to pay for this service.

BACKGROUND AND DISCUSSION:

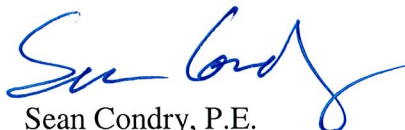
For an indeterminate period of time, the town has paid for half the cost of pest control on Elm street trees in the Barber Avenue neighborhood, specifically along Barber Avenue, Avenue Del Norte and Prospect Avenue. Though the trees are in the public right-of-way, they are considered private trees and are the responsibility of neighboring property owners for maintenance and upkeep. Currently we do not have this program for any other neighborhood and may set precedence for other neighborhoods to apply for assistance if this is approved.

If a determination is made to continue the program, the proposal for the spraying for 2013 will be \$1,759.00 as provided by Bartlett Tree Experts. The spraying would occur in late February and March.

FISCAL IMPACT

The cost to the Town for 2013 would be \$1,759.00 and would come from the Streets Fund. The cost for future years cannot be determined at this time but it is expected it would increase each year.

Respectfully submitted,



Sean Condry, P.E.
Public Works Director

Attachment: Bartlett Proposal



Bartlett Tree Experts

TREE & SHRUB CARE PROPOSAL

Client: 0176994

Printed on: 10/3/2012

TOWN OF SAN ANSELMO
ATTN: MR. Rick Franco
525 SAN ANSELMO AVE
SAN ANSELMO, CA 94960

Bartlett Tree Experts
Jonathan LoGiudice - Representative
60 Hoag Ave.
San Rafael, CA 94901

Home Phone: 258-4646
E-Mail Address: rfranco@townofsananselmo.org

Contractor Lic. No.: 678496

Business: 415-472-4300
Fax Number: 415-472-8650
E-Mail Address: jlogiudice@bartlett.com

Property Address: VARIOUS, SAN ANSELMO, CA 94960

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Pest Management

Work Description

- CITY SUBSIDIZED PORTION OF - BARBER AVENUE - ELM TREE TREATMENT

Provide 1 treatment at 733.00 per treatment.

Estimated date of completion: 2/22/2013.

Amount: \$733.00

Work Description

- CITY SUBSIDIZED PORTION OF AVENUE DEL NORTE & PROSPECT AVENUE - ELM TREATMENT.

Provide 1 treatment at 1,026.00 per treatment.

Estimated date of completion: 3/16/2013.

Amount: \$1,026.00

Total for 'Pest Management'

Amount: \$1,759.00

Total Amount: \$1,759.00



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Scheduling Options for Management Program (please check all that apply):

- There is no need to schedule a specific appointment.
- Please email or call one day in advance and leave a message.
- Please contact me to schedule a specific day to spray or fertilize.
- Other (please circle those that apply): gate locked, dog outside, other _____

If none of the above options are checked we will email/call you in advance and leave a message.

Contact Preference

Email address _____
or
Phone No. _____

Property Review (please check one)

- Yes, please contact me to schedule a property review.
Phone No. _____ Best time(s) to call _____
- No thank you, I will contact Bartlett Tree Experts if necessary.

Authorization (Please sign below to approve this proposal)

NOTICE OF RIGHT TO CANCEL: You, the homeowner or tenant (client) have the right to require the contractor to furnish you with a performance and payment bond. If a performance or payment bond is requested, the client understands that the cost of such a bond will be added to the original proposed price for the services, and such cost will be assumed by the client. You, the client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Or if this is a contract for the repair of damages resulting from an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar catastrophic occurrence, you the client may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.



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Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)

(Date)

(Bartlett Representative - Jonathan LoGiudice)

(Date)

All accounts are net payable upon receipt of invoice.
Work is done in accordance with ANSI standards.

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.



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NOTICE TO OWNER: Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps improve your property, but is not paid for his or her work or supplies has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as a subcontractor's or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS: (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid. (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in § 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property. Each contractor licensed under this chapter, prior to entering into a contract with an owner for work specified as home improvement pursuant to § 7159, shall give a copy of this "Notice to Owner" to the owner, the owner's agent, or the payer. The failure to provide this notice as required shall constitute grounds for disciplinary action. Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the persons contract for the home improvement a full and unconditional release from any claim or Mechanic's Lien pursuant to § 3114 of the Civil Code, for that portion of the work for which payment has been made.