

FACT SHEET

<u>Title</u> An Ordinance authorizing the Mayor to Execute a contract with Dr. David Clemons to grant access and permission to plant and maintain live oak trees on the east right of way of Creswell Avenue, and otherwise providing with respect thereto.	<u>Date</u> May 13, 2014	<u>Originating Department</u> Public Works <u>Sponsor</u> Public Works
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Purpose to provide for planting and maintenance of live oak trees along Creswell Avenue

Background Information Dr. David Clemons has asked to be permitted to plant and maintain live oak trees along Creswell Avenue

Timetable Introduction: May 13, 2014
Final Passage: May 27, 2014

Finances Dr Clemons will pay for the trees and maintenance of the trees. Shreveport will continue regular maintenance of the grass and shrubs on the right of way.

Alternatives

1. Adopt the ordinance.
 2. Amend the ordinance.
 3. Reject the ordinance.
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Conclusion recommends adoption of the ordinance.

FACT SHEET PREPARED BY: Jerry Kircus
Assistant City Attorney

ORDINANCE NO. __ of 2014

An Ordinance authorizing the Mayor to Execute a contract with Dr. David Clemons to grant access and permission to plant and maintain live oak trees on the east right of way of Creswell Avenue, and otherwise providing with respect thereto.

WHEREAS the City of Shreveport owns and maintains the right of way for Creswell Avenue inside the City of Shreveport, and

WHEREAS Dr. David Clemons has offered at his own expense to plant and maintain live oak trees along the right of way, and

WHEREAS it is desirable that the trees be planted for the beautification of Creswell Avenue

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport in due, legal and regular session convened that:

The Mayor is authorized to execute the attached contract allowing Dr. David Clemons to plant and maintain live oak trees along Creswell Avenue.

BE IT FURTHER ORDAINED that if any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER ORDAINED that all resolutions or parts thereof in conflict herewith are hereby repealed.

Approved as to legal form:

City Attorney's Office

MAINTENANCE AGREEMENT

Before the undersigned notaries public at the dates and places indicated personally came and appeared:

The City of Shreveport, Caddo Parish, Louisiana, a Louisiana municipal corporation, whose mailing address is 505 Travis Street, Shreveport, LA 71101, hereinafter called "Shreveport"

Dr. David Clemons, domiciled in Shreveport, Caddo Parish, Louisiana

Who declared that it is desirable by the parties that a Dr. Clemons be permitted to plant trees along the public right-of-way of Creswell Avenue near Corinne Circle. In order to provide for the planting and maintenance of the right of way the parties have agreed as follows:

Shreveport agrees to:

1. Grant permission to Clemons to make the plantings and maintenance of the right of way.
2. Remove any dead growth of vegetation including small brush and trees along the upper flat area on the east side of the right of way for Creswell Avenue near Corinne Circle.
3. Continue to maintain its current level of maintenance along this area including mowing at its current frequency.

Clemons agrees to:

1. Cause approximately 16 live oak trees to be planted along the upper flat area on the east side of the right of way near Corinne Circle and to maintain the trees.

2. Cause a sprinkler system to be installed in the right of way to water the trees. Water will be provided from Clemons property at no cost to the City to feed the sprinkler system. This will require a water line to be bored under Creswell Avenue. A sprinkler permit to install the sprinkler system and excavation permit to bore under the street will be required.

Term of the Agreement

This contract is terminable at will by either party and shall continue from the time it is executed until so terminated.

Liability and Indemnification

Clemons agrees to indemnify, defend, and hold harmless the City, its officers, directors, agents, officials, and employees or their equivalent from and against any and all loss, costs, claims, liability, penalties, judgments, damage, personal injury, or expense (including reasonable attorneys fees, court costs, interest and penalties) incurred or suffered by the City on account of the Clemons wrongful act, wrongful omission, negligence, or fault arising from or connected with Clemons activities in City-owned Rights-of-Way or City-owned property.

The City agrees to indemnify, defend, and hold harmless Clemons from and against any and all loss, costs, claims, liability, penalties, judgments, damage, personal injury, or expense (including reasonable attorneys fees, court costs, interest and penalties) incurred or suffered by the User on account of the C wrongful act, wrongful omission, negligence, or y fault arising from or connected with U location of facilities in City-owned Right-of-Way or City-owned property.

H. Insurance:

Clemons shall procure and maintain at all times, in full force and effect, a policy or policies of insurance to provide coverage as specified herein, naming the City as an additional insured and covering all risks related to the Clemons use, occupancy, condition, maintenance, existence, or location of the City Rights-of-Way and City-owned Property and the construction, installation, operation, maintenance or condition of the right of way, including the transportation of any substance through the right of way.

- (1) Primary liability insurance coverage.
 - (a) Commercial general liability: \$5,000,000.00 per occurrence, including coverage for the following:
 - (i) premises liability;
 - (ii) independent contractors
 - (iii) products/completed operations;
 - (iv) personal injury;
 - (v) contractual liability; and
 - (vi) explosion, collapse and underground property damage.
 - (b) Property damage liability: \$5,000,000.00 per occurrence.

IN GENERAL

The parties agree that the rights and obligations of the parties shall be determined in accordance with the laws of Louisiana, and any litigation of these rights and obligations shall be conducted in the First Judicial District Court, Caddo Parish, Louisiana.

Thus done and signed on this _____ day of May, 2014

City of Shreveport

David Clemons

by _____
Cedric B. Glover, Mayor