



**AGENDA ITEM REQUEST FORM  
CITY OF JOHNSON CITY, TEXAS  
CITY COUNCIL**

**ITEM NO. 6**

**MEETING DATE:**           **January 3, 2023**

**AGENDA PLACEMENT:**

- Ceremonial
- Consent
- Individual
- Closed Session

**CAPTION:**

Discussion of and action on the selection of a City Arborist for the City of Johnson City, Texas, including, but not limited to, the following:

- A Request for Proposal for Arborist Consulting Services issued by the City on November 18, 2022;
- A proposal received by Urban Tree Company / Scott Anderson on December 15, 2022; and
- An Ordinance of the City Council of the City of Johnson City, Texas approving the terms of a Professional Services Contract between Scott Anderson and the City of Johnson City for professional services as the City Arborist; specifying services and associated fees; incorporating recitals; providing for severability; repealing any other Code provisions, ordinances, or parts of ordinances, and other provisions in conflict herewith; and adopting an effective date. (Staff)

**STRATEGIC WORK PLAN:**

- |  |   |
|--|---|
| <input type="checkbox"/> Not Applicable  | <input type="checkbox"/> Goal 5:   Improve Fire Safety                                |
| <input type="checkbox"/> Goal 1:   Increase Housing Diversity                    | <input type="checkbox"/> Goal 6:   Improve Streets                                    |
| <input type="checkbox"/> Goal 2:   Expand Quality Lodging                        | <input type="checkbox"/> Goal 7:   Increase Publicity &<br>Promotion of the Community |
| <input checked="" type="checkbox"/> Goal 3:   Improve Code Enforcement           | <input type="checkbox"/> Goal 8:   Increase Economic<br>Development Activities        |
| <input checked="" type="checkbox"/> Goal 4:   Improve Streetscaping &<br>Signage |   |

**EXECUTIVE SUMMARY:**

In order to more efficiently and effectively enforce the City's tree preservation and landscaping regulations and to provide an additional Oak Wilt resource for residents and business owners, City Staff issued a Request for Proposal (RFP) for Arborist Consulting Services on November 18, 2022. The RFP was advertised on the City's website and in the Johnson City Record Courier, and City

Staff distributed the RFP via email to all nearby tree care firms with International Society of Arboriculture (ISA) certified arborists on staff.

The City received one (1) proposal from the Urban Tree Company / Scott Anderson on December 15, 2022.

**FINANCIAL:** \$100.00 per hour.

**ATTACHMENTS:** Proposed Ordinance and Professional Services Contract

**SUGGESTED ACTION:**

Motion to approve the selection of Urban Tree Company / Scott Anderson as the City Arborist for the City of Johnson City, Texas and an Ordinance of the City Council of the City of Johnson City, Texas approving the terms of a Professional Services Contract between Scott Anderson and the City of Johnson City for professional services as the City Arborist; specifying services and associated fees; incorporating recitals; providing for severability; repealing any other Code provisions, ordinances, or parts of ordinances, and other provisions in conflict herewith; and adopting an effective date. (Staff)

**PREPARED BY:** City Staff

**DATE SUBMITTED:** 12/30/22



**Request for Proposal (RFP)  
Professional Arborist Services  
November 2022**

The City of Johnson City, Texas seeks a qualified individual and/or firm to perform arborist consulting services, including, but not limited to, appointment as the City Arborist, requisite site visits and plan reviews, and enforcement of Municipal Code of Ordinances Chapter 15 *Environment*, Article 15.01 *Tree Preservation and Landscaping*.

**Schedule:**

RFP Advertised: November 18, 2022  
Question Deadline: December 9, 2022  
Proposal Due: December 16, 2022 by 3:00 p.m. CST

- a. The City of Johnson City, Texas seeks an ISA Certified arborist for appointment as the City Arborist. The City Arborist shall conduct requisite site visits and plan reviews and enforce Municipal Code of Ordinances Chapter 15 *Environment*, Article 15.01 *Tree Preservation and Landscaping*.
- b. The City Arborist will guide the City with permitted tree trimming requirements, as needed.
- c. The City Arborist will work with Pedernales Electric Cooperative during its routine maintenance of trees surrounding utility lines.
- d. The City may also seek advice on the strategic addition of new trees and the replacement of lost trees utilizing the City's Municipal Code of Ordinances as a guide.
- e. The City Arborist will serve in an advisory capacity to City Staff.
- f. The City Arborist may consult with City residents and business owners on tree preservation and landscaping issues.
- g. The City Arborist must have familiarity of the topography of the Texas Hill Country and knowledge of Oak Wilt and other tree diseases.

**Proposal Format and Content:**

Proposals shall be made in accordance with the following format and are to contain information listed in this section. In order to be deemed responsive, proposals must address all of the items in this section:

- a. Letter of transmittal introducing you, your firm, and qualifications.
- b. Brief resumes of the personnel to be assigned to the City. Discuss experience specifically related to tree management.
- c. Prior work experience.
- d. Provide names, emails, and phone numbers of three to five (3-5) references.
- e. Proposed fees and/or rates for Items a – g above.
- f. Proof of liability insurance policy.
- g. International Society of Arboriculture Certification number.

**Evaluation Criteria and Selection Process:**

Consultant selection and award of contract will be made on the basis of:

- a. Qualifications
- b. Program work and general approach.
- c. Competitive fees and/or rates.
- d. Work history and references.

**Submittal:**

Proposals may be submitted by mail, in person, or electronically to [rschroder@johnsoncitytx.org](mailto:rschroder@johnsoncitytx.org) no later than 3 p.m. CST on December 16, 2022. Late submittals will not be accepted. RFP inquiries should be directed to [rschroder@johnsoncitytx.org](mailto:rschroder@johnsoncitytx.org).

Interviews may be necessary. Selected firm(s) will be notified of interviews a minimum of five (5) days advance of the date, time, and location of the interview. The City reserves the right to award the contract to the highest ranked firm without further consideration or discussion. The City reserves the right to reject all proposals received.



**URBAN TREE COMPANY**

**To: City of Johnson City Texas**

**Re: Bid Professional Arborist Services**

**(rschroder@johnsoncitytx.org)**

**From:**

**Urban Tree Company**

**Scott Anderson**



137 W SPECHT RD  
SAN ANTONIO TX 78260

(210) 240-6249

[www.urbansoiltx.com](http://www.urbansoiltx.com)



Urban Tree Company based in San Antonio provides expert tree trimming, tree removal and tree cutting services throughout San Antonio, South Texas and the Hill Country. We are Certified Arborists equipped to serve commercial projects as well as residential needs. We offer long term tree maintenance plans to ensure the longevity and health of your trees now and into the future.

Our ISA Certified Arborists specialize in the care of individual trees. We are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Proper tree care is an investment that can lead to substantial returns. Well cared for trees are attractive and can add considerable value to your property while unhappy trees can be a big liability. Removing trees and regular tree trimming can be dangerous work.

We can help with the following:

- Diagnosis and Consultations
- Tree Law
- Tree Hazard and Risk Assessments
- Construction Management
- Tree Surveys and Identification
- Permitting
- Tree Selection
- Tree Planning
- Understanding Tree Ordinances and Codes

The majority of our work is commercial/municipal. We spend a considerable amount of time working with San Antonio City Arborist and other municipal Arborist on commercial projects such as the San Pedro Creek renovation, CPS headquarters renovation, San Antonio Historic City Hall renovation. We have consulted with the city of Boerne on their tree ordinance. We are currently working with the City of Fair Oaks Ranch on their Oak Wilt plan. We have been the go to Arborist for the City of Shavanoe Park. We handle all of HEB's administrative and logistical facilities and oversee all technical tree issues at their stores.



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Urban Tree Company staff holds the following certifications:

Scott Anderson:

ISA # UT-4400A

Pesticide Applicator #0843711

City of San Antonio Tree Maintenance #TL-925880

Certified Treecare Safety Professional (TCIA) #04653

Texas Oak wilt Qualified TXOWQ 210

ISA TRAQ 2019

Texas Wildfire Qualified TXWRRQ 0048

CMC Rope rescue Tech II

Anthony Aguirre:

In process of Arborist Test

Tree Climber Specialist

Cody Seager:

In process of Arborist Test



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## Scott Anderson

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621 Palisade Dr. Moab, UT 84532

Phone: 435.259.4912

scott@triassicstone.com

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### Work Experience

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#### **Triassic Industries**

Moab, UT

Artist, CoFounder, Owner. June 2003- Present

- Responsible for the creation of works of art in stone and wood, their promotion and sale.
- Responsible budgeting, scheduling, negotiation, and management of business.

#### **Second Nature**

Duchesne, UT

Senior Field Instructor. January 2002- May 2008

- Senior instructor for a therapeutic at-risk youth program.
- Responsible for safety and growth of staff and students.
- Responsible for implementation of therapeutic interventions.

#### **Moab Academy / Moab Community School**

Moab, UT

Assistant Principal, Classroom Teacher, Building Supervisor. June 2003- March 2005

- Responsible for school discipline, new construction, and building maintenance.
- Responsible for teaching 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grades all subjects.
- Responsible for teaching art, Preschool through 8<sup>th</sup> grade.

#### **Buckhorn Wilderness**

Buckhorn, KY

Lead Instructor. January 2001 – September 2001

- Senior Instructor for a 60-day therapeutic wilderness program.
- Responsible for creation and implementation of programming.
- Field responsibilities included implementing academic curriculum, field management, student safety, facilitating ropes course, backpacking, canoeing, conflict resolution, and group process.

#### **Acorn, Chadwick, Pirouette, Interlocken & Four Corners School**

Instructor. October 1999 – November 2000

- Independently Contracted trips in Alaska, Baja, Southern Utah and California.
- Lead backpacking, rafting, and sea kayaking trips.
- Responsible for participant's safety, logistics, and program facilitation.

#### **Aspen Youth Alternatives**

Loa, UT

Senior Field Instructor. February 1998 – October 1999

- Responsible for safety, logistics, staff training, and the education of adjudicated students.
- Taught hard skills, backpacking, cooking, bow drill fire making, natural and cultural history, reading and writing skills, personal growth and development skills.
- Facilitated group process and conflict resolution.

#### **Spectrum Wilderness Program**

Carbondale, IL

Instructor. May 1997 – September 1997

- Facilitated thirty-day wilderness stress courses with youth at risk including high ropes and teams course, rock climbing, service projects, student solo and canoeing in the White Otter Wilderness, Ontario.
-



- Responsible for follow-up work with caseworkers and families and formal student evaluation.

### **Volunteer Experiences**

#### **Community Bike Project**

Moab, UT

Director, May 2004 - Present

- Responsible for providing low cost commuter bikes and bike skills to the community.
- Creating publications, newsletters, writing grants, and maintaining equipment.

#### **Wabi Sabi**

Moab, UT

Board Member, September 2004 - Present

- Responsible oversight of three community non-profit thrift stores, employees, volunteers and finances.
- Creating programs and opportunities for the community through workshops and stores.
- Responsible for redistribution of profits to other non-profit partners, fundraising, and outreach.

#### **Rainforest Action Network, Ruckus Society, & Greenpeace**

USA

Climber / Climb Trainer / Activist, Current

- Responsible for climb safety, technical consulting, and non-violent civil disobedience training.

#### **Treehouse Wildlife Rehabilitation Center**

Brighton, IL

Educator / Volunteer, September 1995 – May 1997

- Responsible for community outreach, education, fund raising, animal care, and maintenance.
- Most rewarding: rescuing, treating, and releasing of injured animals.

#### **Student Environmental Action Coalition**

Edwardsville, IL

Activist, September 1995 – May 1997

- Created educational and volunteer opportunities, and organized students on environmental issues.
- Created the Community Bicycle Project to provide free transportation through public bicycles.

### **Certifications**

- Certified Therapy team with Service Dog "Moonshine", NEADS, Certified: March 2001
- WEMT exp. March '01
- WFR, WMI exp. March '07
- Lifeguard, Red Cross, exp. June '03
- Crisis Management Systems: PCS, Sept. '99 & 'Feb '02, SCM, Feb. '01, LSCI, Sept. '01
- Certified Utah River Guide IV May '02
- Certified Rope Rescue Technician, CMC, Oct. '02

### **Skills, Interests**

- Focused on naturalist studies, identification and interpretation.
- Driven to hunt, travel, surf, climb, ski, snowboard, hike, and create.
- Skilled working alone, on crews and supervising others in roofing, framing, landscaping, fiberglass, mechanics, general carpentry, and maintenance.

### **Education**

#### **Southern Illinois University – Edwardsville**

Edwardsville, IL

Bachelors of Science in Anthropology, May 1997 - cum laude

- Focused on cartography for archeology, lost arts and skills, and cultural perspectives. Deans list four semesters, Outstanding Student in Anthropology Award, and Katherine Dunham Award in



**Anthony Aguirre**  
**#818-442-7709**

I have been in the tree industries for # years. I have come across many different situations with trees either disease wise where we treat them with Plant health care, Tree removal due to not being able to save or trimming trees for them to look beautiful.

**Urban Tree Company**  
**11/01/2021 to Present**

Lead Climber  
Trim all tree  
Tree Rmovals  
Stump grinding  
Tree Assesments

**Landscaping California**  
**2.5 years**

Lawn Maintnance  
Tree Prunning  
Tree Trimming  
Tree Plantin  
Irrigation



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**Cody Seager**

**#210-779-7889**

**Sales@urbantreecompany.com**

**I have been in the tree industries for # years. I have come across many different situations with trees either disease wise where we treat them with Plant health care, Tree removal due to not being able to save or trimming trees for them to look beautiful.**

**Urban Tree Company**

**05/2021 to Present**

**Lead of Planthealthcare**

**Assesments on trees and structuring a plan**

**Stump Removals**

**Trimming**

**Diagnosing trees**

**Previous employer**

**2 years**

**Description**

**Stump Removals**

**Trimming**

**Diagnosing trees**



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www.urbansoltx.com



Urban Tree Company was formed by Scott Anderson and Jenni Urbanczyk in 2015 as a tree service, sawmill and woodshop. Also as a wholesale compost mulch and soil yard. In 2006 we launched our first business Triassic in Moab Utah and sold it to the employees in 2015. Triassic was also a Tree Service, Woodshop, and Sawmill.

The majority of our work is commercial/municipal. We spend a considerable amount of time working with San Antonio City Arborists and other municipal Arborists on commercial projects such as the San Pedro Creek renovation, CPS headquarters renovation, San Antonio Historic City Hall renovation. We have consulted with the city of Boerne on their tree ordinance. We are currently working with the City of Fair Oaks Ranch on their Oak Wilt plan. We have been the go-to Arborists for the City of Shavanoe Park.

We handle all of HEB's administrative and logistical facilities and oversee all technical tree issues at their stores. We work for Methodist Hospital, the rim shopping center, the La Canterra Shopping Center, Prologis, and Seaworld. Many of our clients are commercial landscapers. They subcontract us to handle all of their tree work.

We work for most of the major general contractors in Central Texas including Joeris, Bartlett Cocks, Turner Construction, Sankska, RC Paige, Hooker, and Whiting Turner. Much of this work is spent helping the general contractors understand and comply with and navigate the city of San Antonio and other municipalities tree ordinances.



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## **Urban Tree Company (D)**

**HEB – John Mancilla**  
mancilla.john@heb.com  
tel:210-288-8715

**Sundt – Dan Green**  
dpgreen@sundt.com  
tel:210-517-3487

**City of San Antonio – Mark Bird**  
Mark.Bird@sanantonio.gov  
Tel:210-207-0278

**Brandon Perterson**  
pwdirector@shavanopark.org  
tel:210-416-0465

**Greg Maxton**  
mayor@fairoaksranchtx.org  
tel: 254-449-6545



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**Urban Tree Company**  
 137 West Specht Road  
 San Antonio, TX 78260

**Proposal #500001840**  
 Created: 12/13/2022

**Proposal For**

**City of Johnson**  
 303 E Pecan Drive  
 Johnson City, TX 78636

rschrader@johnsoncitytx.org

**Location**

303 E Pecan Dr  
 Johnson City, TX 78636

Consulting

**Terms**  
 Due on receipt

ITEM DESCRIPTION	SPECIES	QUANTITY	AMOUNT
1) Arborist Consultation Consultation: Consultation from certified Arborist and staff. Rate is per hour		1	\$ 100.00
<i>All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.</i>			<b>SUBTOTAL</b> \$ 100.00
			<b>SALES TAX</b> \$ 0.00
<b>Signature</b>			<b>TOTAL</b> \$ 100.00

x

Date:

Please sign here to accept the terms and conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance One Agency, L.C. 801 Embassy Oaks Suite 101 San Antonio TX 78216-2019	<b>CONTACT NAME:</b> Linda O'Valle <b>PHONE (A/C, No, Ext):</b> (210) 402-0288 <b>FAX (A/C, No):</b> (210) 402-4032 <b>E-MAIL ADDRESS:</b> ovalle@insuranceoneagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : United Fire Lloyds</td> <td>43559</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22845</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire Lloyds	43559	INSURER B : Texas Mutual Insurance Company	22845	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Urban Soil, LLC 24114 Blanco Rd. San Antonio TX 78260														

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 ALL w/WC Renewal      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBS INSD WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		85323374	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP/AGG \$ 2,000,000 Pollution Liability \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1K Comp <input checked="" type="checkbox"/> \$1K Coll Ded <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1K Coll Ded		85323374	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		85323374	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0002026450	06/30/2022	06/30/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 001, Additional Remarks Schedule, may be attached if more space is required)**  
 See attached policy forms

<b>CERTIFICATE HOLDER</b> Johnson City 303 E Pecan Drive Johnson City	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joe Hutchison</i>
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sa- tcc-isa.com/)

(/home)



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Tree Owner's Manual  
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Why Hire an Arborist?  
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Translated Brochures  
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Educational Activities  
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Find an Arborist  
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Home (<https://www.treesaregood.org/>)  (<http://www.facebook.com/pages/TreesAreGoodorg/117572634987507>)  
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 (<https://www.treesaregood.org/findanarborist/>)

## Find an Arborist

[Back to Search Results](#) [New Search](#)

### Arborist Information



Name: **Scott Anderson**  
 Also Known As: **Scott**  
 Company: **Urban Soil**  
 Address: **24114 Blanco Rd  
 San Antonio, TX 78260  
 UNITED STATES**  
 Phone: **210-490-0090**  
 Mobile: **210-240-6249**  
 Email: **[scotta@urbansoiltx.com \(mailto:scotta@urbansoiltx.com\)](mailto:scotta@urbansoiltx.com)**  
 Website: **[http://www.urbansoiltx.com \(http://www.urbansoiltx.com\)](http://www.urbansoiltx.com)**

**Credentials**  
 ISA Certified Arborist®  
 ISA Tree Risk Assessment Qualification

**Services Offered**  
 Brush Removal  
 Consulting  
 Diagnostics  
 Expert Witness and Litigation  
 Fertilization

(<https://www.treesaregood.org/findanarborist/findanarborist>)

» [Verify an ISA Credential](#)

(<https://www.treesaregood.org/findanarborist/verify>)

[Get Involved](#)

(<https://www.treesaregood.org/getinvolved>)

[Newsroom](#)

(<https://www.treesaregood.org/newsroom>)

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(<https://www.treesaregood.org/shop/brochures>)

» [Gifts & Apparel](#)

(<https://www.treesaregood.org/home/shop/gifts-apparel>)

» [Children's Products](#)

(<https://www.treesaregood.org/shop/children>)



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[Palm Care](#)

[Pest Management](#)

[Pruning](#)

[Removal](#)

[Stump Grinding](#)

[Tree Protection](#)

[Tree Risk Assessment](#)

[Direct link to this profile \(findanarborist.aspx?ID=201256\)](#)

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### International Society of Arboriculture

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS APPROVING THE TERMS OF A PROFESSIONAL SERVICES CONTRACT BETWEEN SCOTT ANDERSON AND THE CITY OF JOHNSON CITY FOR PROFESSIONAL SERVICES AS THE CITY ARBORIST; SPECIFYING SERVICES AND ASSOCIATED FEES; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Johnson City, Texas desires to approve the terms of a Professional Services Contract between Scott Anderson and the City of Johnson City for professional services as the City Arborist.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS THAT:

**Section One. Approval.** The Professional Services Contract for City Arborist Services, attached hereto as Exhibit "One", between Scott Anderson and the City of Johnson City is hereby approved.

**Section Two. Agreement.** The terms of employment are included in Exhibit "One", attached to this Ordinance and titled "Professional Services Contract", with said Agreement and the recitals thereto being incorporated herein by reference as if fully copied and set forth at length. The City Arborist shall have no specified term of office, but will serve at the will and pleasure of the City Council.

**Section Three. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

**Section Four. Open Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was posted in accordance with Texas Local Government Code Chapter 551.

**Section Five. Repealer.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section Six. Findings.** The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

**Section Seven. Effective Date.** The Professional Services Contract, attached hereto as Exhibit "One", shall be effective upon adoption of this Ordinance.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF JANUARY 2023.**

**CITY OF JOHNSON CITY, TEXAS**

\_\_\_\_\_  
**Hon. Rhonda Stell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Whitney Walston, City Secretary**

**PROFESSIONAL SERVICES CONTRACT   §  
STATE OF TEXAS                           §  
COUNTY OF BLANCO                   §**

**Exhibit One**

This Agreement is entered into by and between the City of Johnson City, Texas (the “City”), acting by and through the Mayor, and Scott Anderson (the “Arborist”), having his principal place of business at 137 W. Specht Rd., San Antonio, Texas 78260.

**Purpose**

The purpose of this Agreement is to state the terms and conditions under which the City Arborist shall perform professional services.

**Description of Services**

The City Arborist shall work, at the request of the Chief Administrative Officer and with City Staff and Officials, to provide horticultural / arborist services for the City. The City Arborist will review and approve plans in compliance with the City’s tree preservation and landscape regulations and as follows:

**Scope of Services:**

- Provide professional services in accordance with the City’s tree preservation and landscape regulations;
- Review subdivision, site, and landscape plans for compliance with the City’s tree preservation and landscape regulations;
- Confer with architects, developers, and / or contractors regarding tree preservation techniques and acceptable tree protection methods during construction;
- Administer tree removal permits;
- Perform site plan review and field work, consisting of:
  - Predevelopment site inspections;
  - Verification of existing trees and landscapes;
  - Verification and review of tree preservation plans; and
  - Site inspections and meetings, as necessary;
- Inspect and approve landscape improvements for compliance with plan specifications;
- Assist applicants to determine tree preservation plans and calculate the number of replacement trees;
- Inspect the installation of tree protection and tree removal measures;
- Inspect sites before a Certificate of Occupancy is issued to ensure new plantings meet the minimum requirements;
- Provide technical and resource assistance for revisions to the tree preservation and landscape regulations; and
- Any other services requested by the City.

**Term and Effective Date**

The term of this Agreement shall begin upon execution and will remain in effect until terminated by either party. Such termination shall require a minimum of thirty (30) days written notice.

**Payment**

Payment to the City Arborist shall be paid in monthly payments in amounts as follows:

New Construction –

- Residential (tree and landscape plan review and approval).....\$100.00 / hr.
- Commercial (tree and landscape plan review and approval).....\$100.00 / hr.

Existing Construction –

- Residential (tree and landscape plan review and approval).....\$100.00 / hr.
- Commercial (tree and landscape plan review and approval).....\$100.00 / hr.
- Oak Wilt Inspections / Consulting.....\$100.00 / hr.

The City Arborist shall provide a monthly invoice to the City justifying the abovementioned fees. The City shall remit payment within thirty (30) days of the invoice date.

**Insurance**

It is expressly understood and agreed that the City Arborist shall maintain insurance and furnish evidence of such in the following amounts:

<b><u>Type:</u></b>	<b><u>Amount:</u></b>
Workers Compensation and Employers Liability	\$1,000,000 each occurrence
Commercial General Liability	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 per occurrence (or equivalent)
Business Automobile	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 (or equivalent)
Umbrella Liability	\$5,000,000 per occurrence

**Indemnity**

City Arborist agrees to protect, indemnify, and save harmless City, City Staff and Officials, their respective agents, servants, employees, successors and assigns from and against all claims, losses, liabilities, damages, costs, expenses, demands, judgments, and causes of action of every kind and character for personal injury to or death of any person, or damage to property of any person, including without limitation, City Arborist, City Arborist’s agents, servants, and employees, as well as Subcontractors and the agents, servants, and employees of Subcontractors, to the extent that the claim, loss, liability, damage, cost, expense, demand, judgment or cause of action shall have resulted from or in any manner arises out of or in connection with the negligence or willful misconduct of City Arborist or Subcontractors or breach of this Agreement by City Arborist.

**Independent Contractor**

It is expressly understood and agreed that the City Arborist is and shall be deemed to be an Independent Contractor, responsible for his respective acts or omissions, and that the City shall, in no way, be responsible thereto, and that neither party hereto has the authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating a relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship between the parties hereto. Therefore, as an Independent Contractor, the City Arborist is not entitled to employee benefits and is completely responsible for any and all tax payments.

**Changes and Amendments**

It is understood and agreed by the parties that changes in local, State, and Federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

**Third Party Rights**

It is understood and agreed by the parties that no person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

**Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

**Governing Law**

This Agreement is governed by the laws of the State of Texas.

\_\_\_\_\_  
Scott Anderson, City Arborist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rhonda Stell, Mayor

\_\_\_\_\_  
Date