

1. Discussion Objective:

Work Session Date: Apr 21, 2014

Discussion objective is to consider the proposal by islander Barbara Hill to include Jacaranda trees as part of the Tree City USA program.

2. Submitter of Information:

- Council
- Town Staff
- Town Attorney

3. Estimated Time for this item:

30 minutes

5. Background:

In 2005, the Town adopted resolution 2005-17, entering into an Urban and Community Forestry Grant agreement with the Florida Department of Agriculture and Consumer Services, Division of Forestry, and adopted Ordinance 05-26, providing for the creation of a community work plan to qualify the Town as a Tree City, USA. As part of this program, the Town contracted with All Native Garden Center as provider for a predetermined list of native plants, offered to residents at reduced rates.

At the April 7, 2014 Council meeting, an islander addressed the Council requesting to have jacaranda trees offered for sale to islanders, with the Town reimbursing islanders \$20.00 per jacaranda tree. Under the proposal, Jacaranda trees would cost:

	<u>Cost to Residents</u>	<u>Cost to the Town</u>
15 gallon	\$174.00	\$20.00
25 gallon	\$348.00	\$20.00

Because the Jacaranda is not native, this species has not been offered as part of the Tree City USA grant program. If the Town Council includes jacaranda trees as part of the Tree City USA program, and All Native Garden Center agrees to provide the trees, we would need to amend the current contract with All Native Garden Center. Should the Council offer jacaranda trees at the above mentioned cost but outside of the Tree City Program, we would need to establish how the program would be administered, who the provider would be and how the Town would manage it.

- Enclosures:
- a) Resolution 2005-17, Forestry Grant
 - b) Ordinance 05-26, Tree City USA Program
 - c) Current contract with All Native Garden Center
 - d) Current Tree City USA Program Species and Price List
 - e) Open Letter from Barbara Hill

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

RESOLUTION 2005-17

A Resolution of the Town of Fort Myers Beach, Florida to enter into an Urban and Community Forestry Grant memorandum of agreement with the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry

WHEREAS, trees are an important part of our community, and

WHEREAS, the Town of Fort Myers Beach desires to apply for an Urban and Community Forestry Grant which would provide funding to help promote the citizen forester program and;

WHEREAS, the Town of Fort Myers Beach supports and encourages the development and promotion of programs to spread the growth of trees throughout our community,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fort Myers Beach that,

1. The Town Council supports the development of a citizen forester program to allow the continuation of the Town's tree planting program.
2. The Town Council hereby authorizes the Town staff to enter into a grant application agreement with the Florida Department of Agriculture and Consumer Services, Division of Forestry.



Mayor, Town of Fort Myers Beach

Date: 6/16/05

Attest: 

Clerk, Town of Fort Myers Beach

Date: 6-17-05

ORDINANCE No. 05-26

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROVIDING FOR THE CREATION OF A COMMUNITY WORK PLAN TO QUALIFY THE TOWN AS A TREE CITY, USA, UNDER NATIONAL ARBOR DAY FOUNDATION STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the National Arbor Day Foundation has established the Tree City USA program with particular guidelines for incorporated municipalities to qualify as a Tree City; and

WHEREAS, the Town of Fort Myers Beach seeks to qualify for Tree City USA designation pursuant to these National Arbor Day Foundation guidelines in order to advance the public health, safety, and welfare of its citizens; and

WHEREAS, the Town of Fort Myers Beach is required, pursuant to these National Arbor Day Foundation guidelines, to have a community work plan for the protection, preservation, and replacement of trees and other native vegetation and an entity that is responsible for developing that work plan.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. Purpose and Intent.

The purpose and intent of this Ordinance is to promote the public health, safety, and general welfare of the citizens of the Town of Fort Myers Beach; to provide additional protection of existing trees; to promote the preservation and replacement of existing trees; and to discourage the indiscriminate removal of trees, thereby establishing a more natural and amenable human environment. This Ordinance authorizes the Town to augment its existing land development regulations regarding the planting, maintenance, and removal of trees in the street rights-of-way and other public properties of the Town, removal of trees and shrubs that endanger the public safety, and to provide for ancillary responsibility to the Department of Community Development to implement the provisions of this Ordinance.

Section 2. Responsibility for Implementation of Ordinance

The Department of Community Development will be responsible for implementing the provisions of this Ordinance and is deemed to be the Forestry Department for the purposes of the National Arbor Day Foundation guidelines.

(a) *Duties and Responsibilities.*

(1) The Department of Community Development will develop a work plan with the following elements:

- a. Guidelines regarding placement, spacing and clustering of trees on public property;
- b. Guidelines regarding handling of destructive or communicable disease or other pestilence that endangers the growth or health of plants, threatens to spread disease or insect infestation, or creates or perpetuates any condition that is a public nuisance;
- c. Guidelines for issuance of arbor permits;
- d. Guidelines for tree protection during construction;
- e. Guidelines for administration and enforcement of the work plan;
- f. Guidelines regarding reasonably related additional duties and responsibilities for implementation of this ordinance; and
- g. Guidelines regarding ancillary responsibilities to assist in implementation of the work plan.

(2) The work plan will be submitted to the Local Planning Agency for review and recommendations before its submission to the Town Council. Upon Town Council approval of such work plan, it will be codified in the Land Development Code of the Town of Fort Myers Beach.

Section 3. Conflict. Any ordinance or part that is in conflict with this Ordinance or any part is hereby repealed to the extent of the conflict.

Section 4. Severability. If any one of the provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held as invalid, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this ordinance, and in no way affect the validity of all other provisions of this ordinance.

Section 5. Effective Date. This Ordinance takes effect immediately upon its adoption.

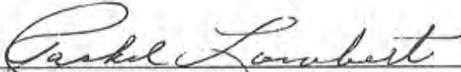
ENACTED by the Town Council of the Town of Fort Myers Beach, Florida, at its meeting on the 5th day of December 2005.

The foregoing ordinance was enacted by the Town Council upon a motion by Council Member Don Massucco and seconded by Council Member Dennis Boback ; upon being put to a vote, the result was as follows:

Dennis Boback	<u>Aye</u>
Don Massucco	<u>Aye</u>
Charles Meador	<u>Aye</u>
Garr Reynolds	<u>Aye</u>
William E. Shenko, Jr.	<u>Aye</u>

DULY PASSED AND ENACTED this 5th day of December, 2005.

ATTEST: TOWN OF FORT MYERS BEACH

By: 
Rachel Lambert, Interim Town Clerk

By: 
Garr Reynolds, Mayor

Approved as to form by:


Anne Dalton, Town Attorney

SERVICE PROVIDER AGREEMENT

ORIGINAL

This SERVICE PROVIDER AGREEMENT is entered into on this 22nd day of OCTOBER, 2012, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and All Native Garden Center, Nursery & Landscapes with an address of 300 Center Road, Fort Myers, FL 33907 (hereafter "Provider"), a Florida for-profit corporation, for the Provider to render the following services to the Town: serve as the Town's exclusive provider for tree sales associated with Arbor Day, Tree City USA, and other Town events as further described in Exhibit "A".

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1. Scope of Services. Provider shall perform the services and work as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to change the Scope of Services by mutual written agreement, except that the Town shall have the unilateral right to delete services hereunder for any reason without compensation to Provider other than for services already performed.
2. Term. The term of this Agreement shall commence on October 22, 2012 and continue for a period of twenty-four (24) months, subject to the Town's ability to terminate the Agreement as set forth elsewhere.
3. Payment Obligation. The Town shall pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement. The Provider's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town shall pay the undisputed amount, if any, within thirty (30) days.
4. Provider's Obligations. The Provider's obligations shall include, but are not limited to, the following:
 - a) Licensure. The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider shall designate one (1) person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
 - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider shall be liable and agrees to be liable

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for, and shall indemnify, defend and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Provider's errors, omissions, willful action(s) and/or negligence. The Provider shall not be liable to, nor be required to indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives.

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town shall provide written notice to the Provider that it is authorized to commence work. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "A". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to the Town of such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal and all exhibits or other attachments thereto as issued by the Town are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: RFP 11-02-CR, and Provider's response thereto.
8. Termination of Agreement. Town may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case the Town shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.

9. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement the next succeeding two (2) years.
11. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" shall be deemed to include its employees, agents, and/or authorized representatives.
12. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.
13. Miscellaneous Provisions.
 - h) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida. The venue for any litigation arising out of this agreement shall be in Lee County, Florida.
 - i) Attorneys Fees. The prevailing party in any litigation arising out of the agreement is entitled to recover reasonable attorney's fees from non-prevailing party.
 - j) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - k) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - l) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - m) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

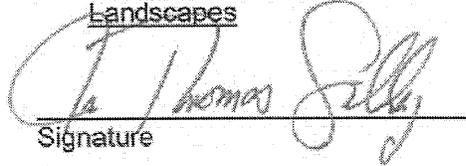
TOWN

PROVIDER:

BY: Town of Fort Myers Beach

BY: All Native Garden Center, Nursery &
Landscapes


Terrance Stewart, Town Manager


Signature

Date: 12-11-2012

ATTEST:

JOHN THOMAS SIBLEY
Printed name of person signing

BY: 
Michelle Mayher, TOWN CLERK

PRESIDENT / OWNER
Title (printed)

APPROVED AS TO LEGAL FORM:

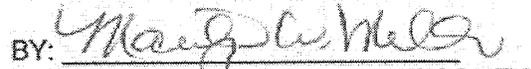
BY: 
Fowler, White, Boggs, TOWN ATTORNEY

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 22ND DAY OF OCTOBER,
2012 BETWEEN THE TOWN AND ALL NATIVE GARDEN CENTER, NURSERY &
LANDSCAPES, PROVIDER.

14. SCOPE OF SERVICES:

The Provider shall perform the following services under this Agreement:

Serve as the Town's exclusive provider of the following tree species in the 3, 7
15 and 25 gallon sizes:

JTS
(Signature)

- | | |
|---------------------|----------------------------|
| • Bahama Strongbark | • Cocoplum |
| • Crape Myrtle | • Fiddlewood |
| • Orange Geiger | • Jatropha |
| • Satin Leaf | • Seagrape |
| • Silver Buttonwood | • Green Buttonwood |
| • Sweet Acacia | • Gumbo Limbo |
| • Live Oak | • Mahogany |
| • Pink Trumpet | • South Florida Slash Pine |
| • Strangler Fig | • Wild-Tamarind |
| • Bismarckia Palm | • Canary Island Date Palm |
| • Christmas Palm | • Florida Thatch Palm |
| • Foxtail Palm | • Malayan Coconut Palm |
| • Paurotis Palm | • Royal Palm |

15. Term. The term of this Agreement shall commence on October 22, 2012 and continue for a period of twenty-four (24) months, subject to the Town's ability to terminate the Agreement as set forth elsewhere.

16. INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 22ND DAY OF OCTOBER,
 2012 BETWEEN THE TOWN AND ALL NATIVE GARDEN CENTER, NURSERY &
LANDSCAPES, PROVIDER.

PAYMENT OBLIGATION

1. Payment terms are as follows:

a. Total cost of all labor and materials:

Tree species to be provided at the following prices per tree (maximum):

NAME OF TREE SPECIES	3 Gal.	7 Gal.	15 Gal.	25 Gal.
Bahama Strongbark	\$12.00	\$45.00	\$65.00	\$130.00
Cocoplum	\$8.00	\$35.00	\$55.00	*
Crape Myrtle	\$11.00	\$25.00	\$60.00	\$120.00
Fiddlewood	\$11.00	\$28.00	\$60.00	\$120.00
Orange Geiger	\$13.00	\$35.00	\$75.00	\$120.00
Jatropha	\$9.00	\$25.00	\$55.00	\$120.00
Satin Leaf	\$14.00	\$40.00	\$60.00	\$130.00
Seagrape	\$10.00	\$26.00	\$45.00	\$120.00
Silver Buttonwood	\$8.00	\$25.00	\$48.00	\$115.00
Green Buttonwood	\$8.00	\$25.00	\$48.00	\$110.00
Sweet Acacia	\$11.00	\$50.00	\$80.00	\$140.00
Gumbo Limbo	\$11.00	\$35.00	\$80.00	\$120.00
Live Oak	\$8.00	\$30.00	\$45.00	\$120.00
Mahogany	\$14.00	\$25.00	\$50.00	\$120.00
Pink Trumpet	\$14.00	\$45.00	\$65.00	\$130.00
So. Florida Slash Pine	\$12.00	\$30.00	\$95.00	\$120.00
Strangler Fig	\$15.00	\$50.00	\$95.00	\$150.00
Wild-Tamarind	\$12.00	\$45.00	\$60.00	\$120.00
Bismarekia Palm	\$14.00	\$40.00	\$100.00	\$130.00
Canary Island Date Palm	\$14.00	\$35.00	\$50.00	\$130.00
Christmas Palm	\$12.00	\$30.00	\$65.00	\$130.00
Florida Thatch Palm	\$16.00	\$35.00	\$80.00	\$140.00
Foxtail Palm	\$12.00	\$35.00	\$80.00	\$130.00
Malayan Coconut Palm	\$14.00	\$30.00	\$75.00	\$135.00
Paurotis Palm	\$14.00	\$40.00	\$80.00	\$130.00
Royal Palm	\$15.00	*	\$80.00	\$140.00

* = not available

- b. Work to be inspected and approved by the Town prior to issuing payment.
 - c. Invoice to be submitted by Provider to Town after the Town has completed and approved all work and materials.
 - d. Payment will be made by Town within 30 days of receipt of invoice from Provider.
2. Provider shall receive reimbursement for out-of-pocket expenses from the Town as follows:
(none)



Tree City USA Certified

L A R G E R Trees NOW available in 25 gallon size!

The Town of Fort Myers Beach provides quality trees to residents, condo\hotel owners and businesses on Estero Island for **"HALF PRICE"**.

All Native Garden Center, located in Fort Myers is the *supplier* of the Florida #1 certified trees.

❖ **Trees Available:** .Mahogany .Live Oak
.Green Buttonwood .Slash Pine .Gumbo Limbo
.Wild Tamarind.....all great "shade" trees

Also Available: Bahama Strongbark, Cocoplum (not avail in 25 gal), Crape Myrtle, Fiddlewood, Orange Geiger, Jatropha, Satin Leaf, Seagrape, Silver Buttonwood, Sweet Acacia, Pink Trumpet, Strangler Fig, Bismarckia Palm, Canary Island Date Palm, Christmas Palm, Foxtail Palm, Malayan Coconut Palm, Paurotis Palm and the Royal Palm (not avail in 7 gal)

The above listed trees are all available in 3, 7, 15 and 25 gallon containers (unless noted) and delivery price is included. *Please see attached cost sheet.*

See the trees\descriptions in the Town's Streetscape Booklet. Stop in Town Hall, 2523 Estero Boulevard and pick up your very own copy.

Here is all you need to do:

1. Call Town Hall at: (239) 765-0202, EX 139
2. Choose your tree(s) .Delivery will be (normally) the last day of each month. *This may vary a little.*
3. You have the option of planting it yourself or pay a reasonable fee to the tree supplier to do it for you. If you decide to plant it yourself, you will be given planting instructions by the tree supplier to assist you.

Cost Sheet: For Estero Island Residents



SPECIES	3 Gallon PRICE	7 Gallon PRICE	15 Gallon PRICE	25 Gallon PRICE
Bahama Strongbark	\$ 6.00	\$ 22.50	\$ 32.50	\$ 65.00
Cocoplum	\$ 4.00	\$ 17.50	\$ 27.50	*
Crape Myrtle	\$ 5.50	\$ 12.50	\$ 30.00	\$ 60.00
Fiddlewood	\$ 5.50	\$ 14.00	\$ 30.00	\$ 60.00
Orange Geiger	\$ 6.50	\$ 17.50	\$ 37.50	\$ 60.00
Jatropha	\$ 4.50	\$ 12.50	\$ 27.50	\$ 60.00
Satin Leaf	\$ 7.00	\$ 20.00	\$ 30.00	\$ 65.00
Seagrape	\$ 5.00	\$ 13.00	\$ 22.50	\$ 60.00
Silver Buttonwood	\$ 4.00	\$ 12.50	\$ 24.00	\$ 57.50
Green Buttonwood	\$ 4.00	\$ 12.50	\$ 24.00	\$ 55.00
Sweet Acacia	\$ 5.50	\$ 25.00	\$ 40.00	\$ 70.00
Gumbo Limbo	\$ 5.50	\$ 17.50	\$ 40.00	\$ 60.00
Live Oak	\$ 4.00	\$ 15.00	\$ 22.50	\$ 60.00
Mahogany	\$ 7.00	\$ 12.50	\$ 25.00	\$ 60.00

Includes Delivery



Cost Sheet: For Estero Island Residents

SPECIES	3 Gallon PRICE	7 Gallon PRICE	15 Gallon PRICE	25 Gallon PRICE	
Pink Trumpet	\$ 7.00	\$ 22.50	\$ 32.50	\$ 65.00	<i>Includes Delivery</i>
South Florida Slash Pine	\$ 6.00	\$ 15.00	\$ 47.50	\$ 60.00	<i>Includes Delivery</i>
Strangler Fig	\$ 7.50	\$ 25.00	\$ 47.50	\$ 75.00	<i>Includes Delivery</i>
Wild Tamarind	\$ 6.00	\$ 22.50	\$ 30.00	\$ 60.00	<i>Includes Delivery</i>
Bismarckia Palm	\$ 7.00	\$ 20.00	\$ 50.00	\$ 65.00	<i>Includes Delivery</i>
Canary Island Date Palm	\$ 7.00	\$ 17.50	\$ 25.00	\$ 65.00	<i>Includes Delivery</i>
Christmas Palm	\$ 6.00	\$ 15.00	\$ 32.50	\$ 65.00	<i>Includes Delivery</i>
Florida Thatch Palm	\$ 8.00	\$ 17.50	\$ 40.00	\$ 70.00	<i>Includes Delivery</i>
Foxtail Palm	\$ 6.00	\$ 17.50	\$ 40.00	\$ 65.00	<i>Includes Delivery</i>
Malayan Coconut Palm	\$ 7.00	\$ 15.00	\$ 37.50	\$ 67.50	<i>Includes Delivery</i>
Paurotis Palm	\$ 7.00	\$ 20.00	\$ 40.00	\$ 65.00	<i>Includes Delivery</i>
Royal Palm	\$ 7.50	*	\$ 40.00	\$ 70.00	<i>Includes Delivery</i>

Open letter to the Town Council of Ft Myers Beach

My name is Barbara Hill I have lived on the beach for over 25 years. I reside at 250 Randy Lane. I am here to ask for your support of my endeavor to adopt the Jacaranda tree to be the flowering tree on Ft Myers Beach.

It is considered one of the worlds most beautiful trees and it grows only in the temperate zones of California, Texas and Florida. There are several growing here on the island including one in my back yard. The largest one is now blooming at the Mound House at the entrance to the underground exhibit. Several more were planted there in accordance to the landscape plan by David Sacks of San Francisco, who selected the tree for its beauty.

It is considered "Florida friendly" by the State and the Lee County Extension Service according to Stephan Brown horticulture agent. Passing the test for being non evasive, low maintenance not requiring fertilizer or pruning.

I realize that the Town has adopted to plant Natives and that is always a good thing. I understand that residents are reimbursed for a portion of the expense to purchase and plant the trees. I am here to ask that you reimburse \$20.00 per tree since these trees cost a bit more than the natives. The 15 gallon size sells for \$194 and the 25 gallon sells for \$368.

I have checks for 15 trees today. They will be ordered today and planted tomorrow. Our goal is 200 trees throughout the island. There are many vacant spots at churches, banks, businesses and certainly on Estero Boulevard where these trees could be spectacular. We would like to see them considered whenever a tree needs to be replaced by the Town and certainly in the landscape plan for the Boulevard.

The end result in adopting this tree would result in an annual Jacaranda Festival to be held the first week-end in May. This idea has been enthusiastically supported by the Ft Myers Beach Chamber of Commerce.

Adopting a tree such as this for our Island would not only give us a special identity but we would be leaving a legacy for future generations. Thank you.

www.jacarandatreefestfmb.com

Barb Hill 239-765-1965