

STAFF REPORT

DATE: October 3, 2018

RE: Change to Existing Approved Settlement Agreement-1000 17th Street

On June 14, 2016, a Settlement Agreement was approved by the Tree Commission with Rabbi Chaim Wolkenfeld, representative for the Child Life Society, regarding the unauthorized removal of a frangipani tree at 1000 17th Street. The agreement required that the Child Life Society plant 18 caliper inches of replacement trees at 1000 17th Street.

In June 2018, the Settlement Agreement was sent to the Code Enforcement Special Magistrate for non-compliance. Sixteen caliper inches of approved replacement trees still needed to be planted at 1000 17th Street.

The Special Magistrate has stated that if there is a desired change to the Settlement Agreement, then the Tree Commission must make that decision. The Child Life Society purchased three Cinnamon Bark tree to be planted on properties they owned. Two trees were/are to be planted at 1000 17th Street and one tree was planted a few blocks away at 3720 Northside Drive for a total of 17 caliper inches of trees. The planting of all three trees will allow the Child Life Society to be in compliance with the Settlement Agreement.

It is recommended that the Tree Commission accept a change to the Settlement Agreement thereby allowing the required replacement trees to be planted at 1000 17th Street and at 3720 Northside Drive.



Two Cinnamon Bark trees at 1000 17th St: one was already planted.





Approximate
location of second
tree planting at
1000 17th St



Third tree planted at 3720 Northside Drive.

Karen DeMaria

From: Child Life Society <info@childlifesociety.org>
Sent: Tuesday, September 25, 2018 11:45 PM
To: Karen DeMaria
Cc: Ronald Ramsingh
Subject: Re: Tree Commission Settlement Agreement 1000 17th St
Attachments: Treeworld Wholesale, Inc - Respite Gardening - #3754.pdf

I have spend weeks searching for the right trees. Many nurseries lost lots of their trees and if I did find any they were not big enough. I had a very hard time

Rigo is very quick in his work and has managed to get 3 nice size trees with 3 caliper in to each one. Those trees in the list are in blue so it doubles. That will make it to 18 caliper in.

I will get him to call you as I just got photos that he is planting them.

Rabbi Chaim A. Wolkenfeld

From: Karen DeMaria
Sent: Monday, September 24, 2018 12:24 PM
To: info@childlifesociety.org
Cc: [Ronald Ramsingh](#)
Subject: Tree Commission Settlement Agreement 1000 17th St

Rabbi Wolkenfeld:

I am creating the agenda for the October 9, 2018 Tree Commission meeting and wanted to know if you would like the opportunity to request a change to the requirements of the Tree Commission Settlement Agreement. You had asked about planting some of the required mitigation trees to another property and the Special Magistrate has informed us that any changes to the signed agreement must be reviewed and approved by the Tree Commission. Please let me know by Tuesday, 5 p.m. if you would like to opportunity.

Sincerely,

Karen

Karen DeMaria
Urban Forestry Manager
Certified Arborist
City of Key West
305-809-3768

TREEWORLD WHOLESALE, INC.**Invoice**

24605 SW 192 Avenue
Homestead, FL 33031
305.245.6886 / 305.245.9870 Fax

Date	Invoice No.
09/24/18	11991

Bill To:	Ship To
CHILD LIFE SOCIETY INC 1347 43RD ST BROOKLYN, NY 11219-1408	

P.O.	Terms	Due Date	Ship Date	Via	Buyer	B/L #
N/A	C.O.D	09/24/18	09/24/18		CHAIM	20744
Quantity	Item	Description			Price Each	Amount
3	CANWIN45GAL	CANELLA WINTERANA (CINNAMON BARK) 45 GAL			850.00	2,550.00T
		Re: 1000 17th St Key West, FL 33040 Sales Tax Exemption			0.00%	0.00
					Total	\$2,550.00
					Balance Due	\$0.00

Terms are cash. All sales are final. Credit can be arranged for established firms. All prices are F.O.B. our nursery. All prices and plant specs are subject to confirmation with a T.W.W. representative. All tagging must be done by buyer. T.W.W. does not guarantee, certify or assume responsibility on passing any type of inspection where our plant material is used. Balances unpaid after 30 days from date of invoice are subject to late payment charge of 1.5% per month, or maximum allowed by law, if different, together with expenses incidental to collection, including reasonable attorney's fees. We warrant the extent of the purchase price only that nursery stock is sold true and described within recognized trade tolerances. We give no other warranty, expressed or implied and will in no way be liable for more than the invoice value at the time of purchase. If our company authorizes a plant return the minimum restocking fee charged will be 25% of the plant value.



THE CITY OF KEY WEST – Tree Commission

Post Office Box 1409, Key West, FL 33041-1409
(305) 809-3768

DATE: June 19, 2018

RE: Tree Commission Settlement Agreement-1000 17th Street,
Child Life Society, Inc

FROM: Karen DeMaria, Urban Forestry Manager, City of Key West

On August 26, 2015, a notice letter was sent to the Child Life Society regarding the removal of a frangipani tree without a permit. By letter dated September 9, 2015, Rabbi Chaim A. Wolkenfeld, Executive Director of Child Life Society responded to the notice letter stating they removed the tree. A response e-mail was sent to Rabbi Wolkenfeld stating the regulations and procedures of the Tree Commission, no response was received.

A building permit application was submitted to build a pool on the property. Contact was reestablished with Rabbi Wolkenfeld and an Administrative Hearing notice was issued. A hearing was held with the Tree Commission on June 14, 2016 and a Settlement Agreement was finalized and signed by Rabbi Wolkenfeld requiring the planting of 18 caliper inches of approved dicot trees on the property.

After verifying ownership, an e-mail was sent on June 12, 2018 requesting an update regarding the signed settlement agreement. Rabbi Wolkenfeld stated that two trees had been planted a year ago (2017 pre-hurricane). Documentation was requested from the Rabbi regarding the tree planting (photos, receipts etc.). Rabbi Wolkenfeld responded with old e-mails containing several photos of the property showing work done in April and May 2017.

Subsequent inspection of the property documented the presence of one tree on the property. Photos submitted by Rabbi Wolkenfeld showed two trees about the same size therefore, credit has been given for a total of 2 caliper inches planted (1 caliper inch each tree). Rabbi Wolkenfeld was informed that an additional 16 caliper inches of approved trees would need to be planted in order to close out the Settlement Agreement. His subsequent e-mails determined that the Child Life Society is not interested in additional plantings and the file is being referred to Code for compliance.


Karen DeMaria

Tree Commission
MEMORANDUM



**THE CITY OF KEY WEST
Tree Commission**

Post Office Box 1409 Key West, FL 33041-1409
Telephone: 305-809-3723

**TREE COMMISSION OF THE CITY OF KEY WEST, FLORIDA
COMPLIANCE SETTLEMENT AGREEMENT**

This ("Agreement"), is made and entered into this 15th day of June 2016, by and between **Child Life Society-Chaim A. Wolkenfeld**, having an address of **1347 43rd Street, Brooklyn, NY 11219**, ("Property Owner"), and the **City of Key West**, a municipal corporation, having an address of **3140 Flagler Avenue, P.O. Box 1409, Key West, Florida 33041-1409**, by and through the Tree Commission of the City of Key West, Florida ("Tree Commission").

WITNESSETH

Whereas, Chapter 110 of the Code of Ordinances for the City of Key West provides for hearings of violations, notice, procedure and compliance settlement with regard to the damage or destruction of certain protected trees; and

Whereas, in accordance with Chapter 110 of the Code of Ordinances for the City of Key West, the Tree Commission conducted a hearing and rendered a decision with respect to a certain violation of Chapter 110.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Acceptance of Responsibility for Damage or Destruction:

Violator accepts full and complete responsibility for the damage or destruction of protected and regulated trees on real property located at **1000 17th Street**, in the City of Key West, Florida, in violation of Chapter 110 of the Code of Ordinances for the City of Key West, as found in the findings made and decision issued by the Tree Commission at its hearing held on June 14, 2016.

2. Remedy:

Pursuant to Section 110-291 of the Code of Ordinance for the City of Key West, the Tree Commission has ordered, and Violator agrees to, the following remedy:

- a. The property owner (Child Life Society) shall plant 18 caliper inches, FL#1, native dicot, or fruit trees from the approved list, at 1000 17th Street.
- b. Replacement trees shall be planted according to 'Best Management Practices' within 6 months of the date of this signed document.
- c. Consistent with permitting requirements, the replacement trees shall remain alive for a minimum of 1 year or replace with like.
- e. The City of Key West, Urban Forestry Program manager shall be contacted for inspection of required tree installation.

The remedy as indicated above is based upon the value of the damaged or destroyed tree, as found by the Tree Commission.

3. Penalty for Non-Performance:

Failure of Violator to comply with the remedy indicated in Paragraph 2 above shall result in the institution of any and all permitted administrative and legal actions.

4. Sale of Property:

In the event the subject property is sold prior to the completion of compliance with this Agreement, the new owner shall be subject to the terms and conditions of this Agreement. It shall be the duty of the selling property within ten days of the effective date of the sales contract to provide the buyer with a copy of this Agreement. The landscape division shall issue a letter to the property owner when compliance is achieved.

IN WITNESS WHEREOF, Violator and the Tree Commission have caused this instrument to be executed as of the date first written.

TREE COMMISSION

City of Key West, Florida, a municipal corporation, by and through the Tree Commission of the City of Key West

Chairperson: _____

David Jackson

Witness: _____

Print Name: _____

Date: _____

PROPERTY OWNER: Child Life Society-Chaim A. Wolkenfeld

Print Name: _____

Witness: _____

Print Name: _____

Date: _____

