

# **Jacksonville Tree Commission**

**Thursday, January 10, 2019 – 12:00 PM**

**117 West Duval Street, Third Floor, Conference Room C**

**Commissioners:** John Crescimbeni, Chair  
Curtis Hart, Vice Chair  
Chris Flagg  
Aaron Glick  
John Pappas  
Rhodes Robinson

**Advisors:** Susan Grandin  
Richard Leon  
Kathleen McGovern  
Joel Provenza

**Staff:** Cindy Chism

## **AGENDA**

*Order of Agenda is Subject to Change*

### **A. Call to Order and Verification of Quorum**

1. Roll Call
2. Submittal of Speaker's Cards
3. Approval of minutes from November 8, 2018 and December 13, 2018 meetings
4. Fund balance and encumbrance report for 15(F), 15(N) and BJP – Joel Provenza
5. Status of Pending Tree Projects – Kathleen McGovern
6. Status of Countywide Tree Planting Contract – Dave McDaniel

### **B. New Business**

1. Community Tree Planting Program; Level 2 & Level 3 – Susan Grandin
2. Penalties for cutting down trees with no permit – Susan Grandin
3. Wireless Sensors for Tree Watering – Richard Leon
4. Plan-it GEO Watering Tracking Module – John November
5. 2019 Meeting schedule

### **C. Public Comment**

**D. Adjournment – the next meeting is scheduled for January 24, 2019.**

Jacksonville Tree Commission  
Meeting Minutes January 10, 2019  
For Approval January 24, 2019

<b>Commissioners Present:</b>	John Crescimbeni, Chair Curtis Hart, Vice Chair John Pappas Rhodes Robinson Chris Flagg Aaron Glick Mike Robinson	<b>Staff:</b>	Cindy Chism
<b>Advisors:</b>	Susan Grandin, OGC Kathleen McGovern, City Arborist Joel Provenza, Accounting	<b>Public:</b>	Tracey Arpen, City Beautiful Jax John November, Public Trust Joe Anderson, JEA Anna Dooley, Greenscape Nancy Powell, RAP Kevin Kuzel, ECA District 14 Dave McDaniel, Public Works Lawsikia Hodges, OGC

- A. Meeting was called to Order by Chair at 12:00 PM.**
1. All present introduced themselves for the record.
  2. Submittal of Speaker's Cards
  3. Motion made by Mr. Hart, seconded by Mr. R. Robinson, for approval of minutes from November 8, 2018, as corrected, and December 13, 2018 meetings. None opposed.
  4. Fund balance and encumbrance report for 15(F), 15(N) and BJP (Attachment A).
  5. Status of Pending Tree Projects (Attachment B). Status of the final project with the previous Countywide Tree Planting contractor is shown in green. The projects listed in blue are in legislation and will be put out to bid.
    - a. CM Crescimbeni asked if any 630-City or Level 2 requests for trees have been submitted. Ms. McGovern replied that she has received three Level 2 requests; Kensington HOA, Cathedral District, and Tree Hill; no 630-City requests yet. Mr. Leon added that once a Countywide Tree Planting contractor is in place, they can begin promoting that program through the call center hold menu and other venues.
  6. Status of Countywide Tree Planting Contract – Dave McDaniel
    - a. A meeting has been scheduled with the Public Works Operations Director to assist in the wording of the RFP as this is so different from any previous RFPs. Once the RFP has been submitted to the Procurement Division for review, it will be put out for bid.
- B. New Business**
1. Wireless Sensors for Tree Watering – Richard Leon

- a. The opinion of the Division irrigation techs was that the sensors are expensive, corrode quickly, and are high maintenance. Research is attached (Attachment C). The best sites to use these sensors are sites with existing irrigation.
  - b. The base price for JEA to set up a water meter for site irrigation is \$4000. The cost of any pavement work and piping must be added for every site.
  - c. The most common soil sensor has two probes and a base with voltage. The two probes connect through the water in the soil which identifies how much moisture is in the soil. The consensus on these meters is they are not worth the effort.
  - d. Both wired sensors and wireless sensors track back to a controller at the site. Wired sensors are physically wired to the controller that dictates when the water is turned on or off. The wireless sensors also send the information to the controller which then uploads it to the cloud from where it can be downloaded. The sensors for both need to be in the ground where you want to monitor the moisture. The sensors and the controllers are also easily removable. While that allows for moving them to another site once the trees have matured, it also allows for the possibility of theft or vandalism. Counting the costs of the meter, installation of the irrigation, cost of the sensors and controller, as well as their maintenance, these are not cost effective.
  - e. These sensors are typically used in agricultural settings as a water saving device and are configured for that use. Mr. Leon does not recommend using sensors for small scale projects such as medians or individual right-of-way trees; too much effort for not enough payback.
  - f. A standard rain gauge was used for a landscaping project done by the Mowing and Landscape Division in the past. While the project had zero mortality, the gauge only measured how much water hit the surface, not what infiltrated the soil. All the irrigation systems were based on the rain gauge and were installed temporarily for five years, but this also included the JEA meter.
  - g. The final option is a manual probe. The advantage is the low cost; the disadvantage is it requires manpower.
- 2. Community Tree Planting Program; Level 2 & Level 3 – Susan Grandin**
- a. Attachment D is a summary generated by CM Crescimbeni of all three Levels of the planting programs.
  - b. Level 2 is administered solely by the City. Attachment E is the application for a Level 2 project. CM Crescimbeni pointed out that according to the summary (Attachment D), Level 2 will be scored by the Tree Commission and then put on a priority list. Should the three Level 2 projects Ms. McGovern has received then be scored by the Tree Commission? Ms. Grandin opined that yes, they should be scored and then sent to the Mayor's Budget Review Committee (MBRC). CM Crescimbeni asked if most requests will be coming in through 630-CITY, how can they ensure these projects are brought to the Tree Commission for evaluation and/or scoring? Ms. McGovern said this issue has not yet arisen. So far, all the project requestors have mentioned the Tree Commission and use of tree funds.
  - c. CM Crescimbeni added that they need to ensure that Level 2 Projects come through the Tree Commission. City Council sponsorship is not necessary. Mr. November pointed out that in the initial process design, the Level 2 application did not require a full analysis and scoring, only notification of the project to the Tree Commission. The Commissioners could halt a project but

as there were no administrative fees, prior approval was not required. Ms. Grandin added that there is no “pot of money” for these projects and they still require funding, so a City Council member would have to sponsor the project or it would go to MBRC for approval and then to the Council. CM Crescimbeni said they need to preserve the integrity of Level 2 Projects and not circumvent the Tree Commission. Ms. Grandin will draft something to ensure the projects are not hijacked by a Council Member and let this body do what it’s worked hard to do. Ms. Grandin suggested putting together legislation for another “pot of money” to fund Level 2 projects. The Level 2 projects would go to MBRC and wouldn’t have to go to Council. CM Crescimbeni agreed, that would be a much faster process. **Ms. Grandin will begin drafting legislation for funding \$1 million and include criteria that the Level 2 Project goes to the Commission and then to MBRC.** Mr. Hart made a motion to introduce legislation in the amount of \$1 million dollars to fund Level 2 Projects, seconded by Mr. M. Robinson. None opposed.

- d. Attachment F is the Level 3 Instructions that were approved by the Tree Commission at the November 8 meeting. Attachment G is the Level 3 Application generated from the Instructions.
- e. Lawsikia Hodges (Office of General Council) generated a draft grant agreement (Attachment H) from the last page of the instructions (Attachment F) for the Tree Commission’s discussion. **Commissioner’s will review and bring their comments to the next meeting.**
- f. Ms. Hodges explained some the highlights of the draft Grant Contract (Attachment H).

*Article I* – Definitions are standard for all City contracts.

*Article II* – Grant Funds – This section clarifies that the grant monies are only able to be spent on the Project Scope, and what happens if they are misspent.

*Article III, 3.2* – “City Tree Planting Standards and Specifications” is a created term and needs a comprehensive definition, including any Charter requirements, Public Works requirements, and/or Ordinance Code provisions. The contractor will agree to perform the project scope in accordance with the “City’s Tree Planting Standards and Specifications.” **Ms. Grandin, Mr. McDaniels, and Mr. Pappas could assist in defining that term.**

*Article IV* – “Performance Schedule” refers to a schedule of work as well as the change-order process and use of subcontractors. **This must be added to the application so the contractor may be held accountable.**

*Article V* – Completion Date, Change Orders, Subcontractors. **Ms. Hodges will add a paragraph addressing the subject of volunteers.**

*Article VI* – “Draw” refers to the process for a contractor to submit invoices for payment throughout the project. **This is not listed in the instructions and must be added.**

*Article VII* – “Term and Terminations” refers to a maximum time limit of the contract as well as procedures for default or termination of a contract.

*Article VIII* – “City Tree Planting Standards and Specifications” is a place holder for some of the specifications that may need to be emphasized.

*Article IX* – “Financial Reporting” refers to financial statements provided to the City by the applicant as well as an accounting of monies spent. **This is not listed in the Instructions and must be added.** Mr. M. Robinson asked about the retention of records. Is five years standard?

On the One Tree, One School project, the requirement was for three years. Ms. Hodges said three years is the minimum. **Ms. Hodges will change the retention of records to three years.**

*Articles X through XII* are standard boilerplate for City contracts. Ms. Hodges asked if the Level 3 Application is limited to Incorporated Entities. Ms. Grandin replied the applicant should be a legal entity.

- g. Ms. Hodges pointed to page 18 of Attachment H, which is a list of exhibits the applicant is required to provide with their application. CM Crescimbeni pointed out the exhibit numbers listed on the instructions (Attachment F) and grant agreement (Attachment H) do not match. **Ms. Grandin and Ms. Hodges will edit the Instructions and grant contract exhibits to match.**

*Exhibit A – Property Description:* Mr. R. Robinson suggested this be defined as a google map, legal description, or GIS location; the more specific the better. Ms. Grandin added that to the instructions (Attachment F) on page 5, D.4 lists what is required.

*Exhibit B – Project Scope:*

*Exhibit C – Design Plans:*

*Exhibit D – Project Budget:*

*Exhibit E – Project Performance Schedule:* **This was not listed in the application and must be added.**

*Exhibit F – Eligible Grant Expenditures:* **This was not listed in the application and must be added.**

*Exhibit G-1 – Approved Draw Schedule:* **This was not listed in the application and must be added.**

*Exhibit G-2 – Draw Request Form:* **This was not listed in the application and must be added.**

*Exhibit G-3 – Insurance and Bond Requirements:* **This is a requirement to work through with Risk Management.**

- h. Ms. Hodges suggested the presentation, scoring, and vote not take place at the same meeting. Perhaps the presentations could primarily be clarification presentations to answer any questions the Commissioner's may have. Another meeting could then be held to announce the scores or winners.
- i. Ms. Powell pointed to page 19 of the instructions which reads that grant agreement general concepts (Attachment F), item 3. requires a two-year warranty. However, an option for the Countywide Tree Planting Contract will be getting prices for warranties of three months, one year, and two year options. CM Crescimbeni suggested making the warranty options for Level 3 applications match what is being requested for the Countywide Tree Planting Contract. **Ms. Grandin and Ms. Hodges will ensure the Level 3 cost analysis is based on a three month, one year and two year warranties to be consistent.**
- j. **Ms. Grandin and Ms. Hodges will hastily marry the instruction and grant agreement documents to be circulated before the next meeting on January 24<sup>th</sup>.**
- k. Mr. November asked about waiving the requirement for Florida Fancy or Florida grade #1 plants. CM Crescimbeni asked if there was a specific caliper size in which a tree becomes classified as Florida Fancy or Florida #1. Mr. McDaniel said it needs a 1.5" caliper and form. Mr.

Arpen also pointed out that Level 3 does not allow for use of volunteers, planting of smaller trees, or the expectation of higher mortality. Mr. November disagreed as long as this requirement could be waived at the Tree Commission's discretion. **This will be discussed at a later date.**

**3. Penalties for cutting down trees with no permit – Susan Grandin**

- a. CM Crescimbeni said when the Tree Commission was set up, the Ordinance Code was amended to provide additional penalties. Ms. Grandin continued, in 656.1208 (Attachment I, the amended portion is highlighted) the Code singles out private protected trees and does not include public protected trees. CM Crescimbeni clarified; there is no penalty if a homeowner or business owner improperly removes a public tree from the City right of way. **Ms. Grandin will remove the word "private" from the fee list.** There is a difference in the mitigation payment per caliper requirement between the Ordinance Code (\$148) and the Charter (\$73)
- b. Mr. Arpen reminded the Tree Commission of the issue which led to this discussion: the ten 24" Live Oak trees cut down on Old St. Augustine Road with no permit. Does the Ordinance Code sufficiently cover the loss of canopy when large trees are removed and are the penalties to the contractors commiserate with the loss for removing large trees without a permit? **CM Crescimbeni appointed Mr. M. Robinson to work with Ms. Grandin in increasing the penalties for removing trees without a permit.**
- c. Subsequent violation notifications are only sent to the property owner whereas initial violations are sent to the property owner, permit holder, and contractor. **Ms. Grandin and Mr. M Robinson will update the Code to reflect subsequent violation notifications sent to the same parties as the initial notifications.**

**4. Plan-it GEO Watering Tracking Module (Attachment J) – John November**

- a. This module has already been added to Plan-it GEO at no cost to the City and includes customer service. **CM Crescimbeni asked Mr. McDaniel to review the module and share his thoughts with the Commission at the next meeting.**

**5. 2019 Meeting schedule (Attachment K) – The meeting schedule was presented with one meeting per month beginning in February; time and location to remain the same. Mr. Hart requested the May 9 meeting begin an hour earlier at 11:00am, which was agreed upon. 2019 Meeting schedule was adopted with the May 9<sup>th</sup> change.**

**C. Public Comment**

John November – Presentation of the proposed Betz-Tiger Point Habitat Restoration Project (Attachment L).

Tracey Arpen – Attachment M contains photographs of Live Oaks "topped" for visibility of a billboard on Philips Hwy. There is one tree which will never recover; another reason to increase the penalties to include the contractor.

## **D. Action Items**

### Tree Planting Programs

Ms. Grandin will begin drafting legislation for a funding source of \$1 million dollars to include criteria that the Level 2 Project goes to the Commission and then to MBRC.

Commissioner's will review the Level 3 draft Grant Agreement (Attachment H) and bring their comments to the next meeting

Ms. Grandin, Mr. McDaniels and Mr. Pappas will assist in defining City Tree Planting Standards and Specifications.

Ms. Grandin will add the requirement of a Performance Schedule to the Application so the contractor may be held accountable.

Ms. Hodges will add a paragraph in Article V addressing the subject of volunteers.

Ms. Grandin will add information regarding the Draw process in the Instructions.

Ms. Grandin will add Financial Reporting requirements to the Instructions.

Ms. Hodges will change the retention of records to 3 years (Article IX).

Ms. Grandin and Ms. Hodges will edit the Instructions and Grant Contract Exhibits so the numbers match.

Ms. Grandin will add the requirements for Exhibits E through G3 to the Instructions.

Ms. Grandin and Ms. Hodges will ensure the Level 3 cost analysis are based is on 3 month, 1 year and 2 year warranties to be consistent.

Ms. Grandin and Ms. Hodges will hastily marry the Instruction and Grant Agreement documents to be circulated before the next meeting on January 24<sup>th</sup>.

### Penalties for Removing Trees with no Permit

Ms. Grandin will remove the word "private" from the fee list from Ordinance 656.1208.

Mr. M. Robinson to work with Ms. Grandin in increasing the penalties for removing trees without a permit and adding subsequent violation notifications sent to the same parties as the initial notifications.

### Plan-It GEO

Mr. McDaniel will review the Plan-It GEO maintenance module and share his thoughts with the Commission at the next meeting.

## **E. Adjourned – 1:44pm**

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requirement could be waived at the Tree Commission's discretion. **This will be discussed at a later date.**

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### Plan-It GEO

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## **E. Adjourned – 1:44pm**

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
<b>Subfund 15F Revenue</b>							
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	29,476,043	42,488,538	-	13,012,495	-	13,012,495
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	7,923,308	8,771,760	-	848,452	-	848,452
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	-	8,580	-	8,580	-	8,580
TRIN15FFR31R	TRF TO 15F TREE PROTECTION FR 31F	392	392	-	-	-	-
	CONVERSION AND NONCASH REVENUE ENTRIES	-	338,836	-	338,836	-	338,836
	<b>Total Subfund 15F Revenue</b>	<b>37,399,744</b>	<b>51,608,106</b>	<b>-</b>	<b>14,208,363</b>	<b>-</b>	<b>14,208,363</b>
<b>* Subfund 15F Expenditures</b>							
PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING	587,850	581,856	5,995	-	-	-
PWOD15FNMS	NORTH MAIN STREET LANDSCAPING	62,057	50,321	11,736	-	-	-
PWOD15FBDA5	BROWN'S DUMP ASH SITE TREE/PLANTING	364,730	342,361	22,370	-	-	-
PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING	494,215	376,792	117,423	-	-	-
PWOD15FDCS	DUVAL COUNTY SCHOOL BOARD PROPERTY	125,000	32,757	-	92,244	-	92,244
PWOD15FDTP	DOWNTOWN TREE PLANTING	38,822	32,568	6,254	-	-	-
PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT	1,824,408	689,345	1,135,063	-	-	-
PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING	100,000	78,790	1,924	19,286	-	19,286
PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY	4,979,980	4,619,561	29,663	330,756	-	330,756
PWML15F	TREE MAINTENANCE	2,149,689	1,943,451	158,451	47,787	-	47,787
PWOD15FATPP	AVONDALE TREE PLANTING PLAN	31,233	24,986	6,247	-	-	-
PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK	85,366	59,051	26,315	-	-	-
PWOD15FHAMM	HAMMOND BLVD PROJECT	175,761	-	-	175,761	-	175,761
PWOD15FVPP	COUNTY-WIDE TREE PROG-PRESERVATION PARKS	1,000,000	485,146	-	514,854	-	514,854
PWOD15FVAP	COUNTY-WIDE TREE PROG-ACTIVE PARKS	1,151,965	619,420	-	532,545	-	532,545
PWOD15FOSABP	OLD ST.AUG AT BARTRAM PARK	18,364	14,691	3,673	-	-	-
PWOD15FLAVC	LENOX AVE.PLANTING VERNA TO CASSAT	26,436	21,149	5,287	-	-	-
PWOD15FPRBB	PATTON RD AND BEACH BLVD TREE PLANTING	32,203	-	32,203	0	-	0
PWML15F63DCT	630-CITY TREE PLANTING PROG	200,000	-	-	200,000	-	200,000
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	3,548,513	2,097,444	-	1,451,069	1,449,105	1,964
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	2,000,635	-	-	2,000,635	2,000,635	-
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	1,865,741	-	-	1,865,741	1,865,741	0
	<b>Subfund 15F Expenditures</b>	<b>20,862,967</b>	<b>12,069,687</b>	<b>1,562,603</b>	<b>7,230,678</b>	<b>5,315,481</b>	<b>1,915,197</b>
<b>* Includes accounts with encumbrances and budget balances</b>							
<b>Unencumbered Budget Balance</b>							<b>14,208,363</b>
<b>Revenues</b>							<b>7,230,678</b>
<b>Expenditures</b>							<b>(1,915,197)</b>
<b>Unencumbered Balance net of Reserves</b>							<b>19,523,844</b>
<b>Subfund 15F Available to Appropriate: (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>19,523,844</b>

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves	
PWOD15NTM	Subfund 15N Revenue							
	TREE MITIGATION & RELATED EXPENSES	242,934	4,671,429	-	4,428,495			
	<b>Total Subfund 15N Revenue</b>	<b>242,934</b>	<b>4,671,429</b>	<b>-</b>	<b>4,428,495</b>			
*	<b>Total Subfund 15N Revenue</b>	<b>242,934</b>	<b>4,671,429</b>	<b>-</b>	<b>4,428,495</b>		<b>4,428,495</b>	
PWOD15NHR	*Subfund 15N Expenditures							
JXSF15N	HARTS ROAD TREE PLANTING	7,548	1,294	6,253				
PWOD15FPRBB	TREE MITIGATION & RELATED EXPENSE	1	-	-	1	1		
	PATTON RD AND BEACH BULD TREE PLANTING	62,080	-	62,080				
	<b>Subfund 15N Expenditures</b>	<b>69,629</b>	<b>1,294</b>	<b>68,333</b>	<b>1</b>	<b>1</b>		
	* Includes accounts with encumbrances and budget balances							
	<b>Subfund 15N Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>4,428,495</b>
PWCP351MIT	Better Jacksonville Plan							
	TREE MITIGATION PROJECT	1,717,826	-	-	1,717,826		1,717,826	
	<b>Better Jacksonville Plan (for Tree Mitigation) Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>1,717,826</b>
	<b>Total 15F and 15N Funds</b>						<b>23,952,340</b>	
	<b>Better Jacksonville Plan - TREE MITIGATION PROJECT</b>						<b>1,717,826</b>	
	<b>Grand Total 01/08/2019</b>						<b>25,670,166</b>	
	<b>Grand Total 12/10/18</b>						<b>25,819,315</b>	
	<b>Difference</b>						<b>(149,149)</b>	

https://jastreemitigation.coj.net/

Home Tree Mitigation Tree Commission About

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### TREE MITIGATION CITY OF JACKSONVILLE

#### TREE REMOVAL PERMIT INFORMATION

Click here to search detailed information on Site Clearing and Tree Removal Permits. In reviewing tree removal information on a specific permit, for "B" permits click on the Spec 2 tab, for "L" permits click on the Tree Mitigation tab.

#### TREE FUND CITY PLANTING PROJECTS

Click here to search detailed information about City Tree Fund Planting Projects.

#### AVAILABLE FOR APPROPRIATION

15F (Ordinance): 519,523,843.65  
15N (Charter): 34,428,496.22  
Total Jacksonville Plan - Tree Mitigation Project: \$1,717,825.00  
Total: \$25,676,163.87

#### FILE AN ISSUE

Click here to report site clearing or tree removal without a permit, or to request tree maintenance on public property. In the CARE System, select "Tree Removal" or "Landscape Violation" from the dropdown.

Disclaimer: The AVAILABLE FOR APPROPRIATION information shown on this page is updated nightly from the City's financial records, but does not include any pending appropriations, or other financial transactions of the funds which have not been completed.

If you experience difficulty viewing or accessing the documents provided on this site, or navigating the website using various assistive technology please contact the Disabled Services Division at 904-630-4940 or 904-630-4113 (TDD) to request an accessible format.

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100%



01/08/18

	FY2018 February	FY2018 March	FY2018 April	FY2018 May	FY2018 June	FY2018 July	FY2018 August	FY2018 September	FY 2019 October	FY 2019 November	FY 2019 December	FY 2019 January
<b>FY 2018 Revenues by month</b>												
34375 TREE MITIGATION FUNDS - ARTICLE 25	17,931	44,254	67,398	63,240	28,520	15,035	78,707	34,100	48,100	112,999	96,792	-
361101 INVESTMENT POOL EARNINGS	29,022	16,588	29,738	33,435	19,610	40,772	40,877	45,812	-	27,825	31,552	-
36602 CONTRIBUTIONS FROM PRIVATE SOURCES	461,900	115,320	221,340	184,915	198,555	31,240	52,700	(120,465)	215,352	794,660	181,300	-
<b>(15F) TREE PROTECTION &amp; RELATED EXPENDITURES</b>	<b>508,853</b>	<b>176,162</b>	<b>318,476</b>	<b>281,590</b>	<b>246,685</b>	<b>87,047</b>	<b>172,284</b>	<b>(40,553)</b>	<b>263,452</b>	<b>935,484</b>	<b>309,644</b>	<b>-</b>
34375 TREE MITIGATION FUNDS - ARTICLE 25	26,115	29,635	158,550	42,000	125,245	15,620	103,331	23,325	52,875	152,212	45,675	-
361101 INVESTMENT POOL EARNINGS	5,137	2,928	5,203	5,982	3,539	7,409	7,695	8,828	-	5,404	6,137	-
<b>( 15N) TREE MITIGATION &amp; RELATED EXPENSE</b>	<b>31,252</b>	<b>32,563</b>	<b>163,753</b>	<b>47,982</b>	<b>128,784</b>	<b>23,029</b>	<b>111,026</b>	<b>32,153</b>	<b>52,875</b>	<b>158,591</b>	<b>51,812</b>	<b>-</b>
	<b>540,106</b>	<b>208,725</b>	<b>482,229</b>	<b>329,572</b>	<b>375,468</b>	<b>110,076</b>	<b>283,310</b>	<b>(8,400)</b>	<b>316,327</b>	<b>1,094,075</b>	<b>361,456</b>	<b>-</b>

4

1/8/18

FISCAL_YR	DOC_NO	C_SUFUND	VENDOR_NO	DOR_SU	VENDOR_NAME	Amount	INDEX_CODE	Index Code Title
2018	CTPW07000014	01 15F	591319010	01	JACKSONVILLE ZOOLOGICAL SOCIETY	1,135,063.14	PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT
2018	PO3019740001	04 15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	29,663.46	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2018	PO3019740003	02 15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	5,994.50	PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING
2018	PO3019740004	02 15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	22,369.50	PWOD15FB DAS	BROWN'S DUMP ASH SITE TREE/PLANTING
2018	PO3019740005	02 15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	117,423.00	PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING
2018	PO7A02942006	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	11,735.94	PWOD15FNMS	NORTH MAIN STREET LANDSCAPING
2018	PO7A02942008	02 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	519.50	PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING
2018	PO7A02942010	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	538.20	PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING
2018	PO7A02942015	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	865.96	PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING
2018	PO7A02942017	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	6,254.01	PWOD15FDTP	DOWNTOWN TREE PLANTING
2018	PO7A02942018	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	3,672.84	PWOD15FOSABP	OLD ST.AUG AT BARTRAM PARK
2018	PO7A02942019	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	26,315.09	PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK
2018	PO7A02942021	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	6,246.52	PWOD15FATPP	AVONDALE TREE PLANTING PLAN
2018	PO7A02942023	01 15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	5,287.17	PWOD15FLAVC	LENOX AVE.PLANTING VERNA TO CASSAT
2018	PO7A02942025	01 15N	340176110	11	THE DAVEY TREE EXPERT COMPANY	6,253.17	PWOD15NHR	HARTS ROAD TREE PLANTING
2018	PO7A02942026	01 15F	340176110	11	THE DAVEY TREE EXPERT COMPANY	32,202.87	PWOD15FPRBB	PATTON RD AND BEACH BLVD TREE PLANTING
2018	PO7A02942026	02 15N	340176110	11	THE DAVEY TREE EXPERT COMPANY	62,080.49	PWOD15NPRBB	PATTON RD AND BEACH BLVD TREE PLANTING
2019	PO8A01798017	01 15F	161004851	05	LEWIS TREE SERVICE, INC.	158,451.07	PWML15F	TREE MAINTENANCE

1,630,936.43

5



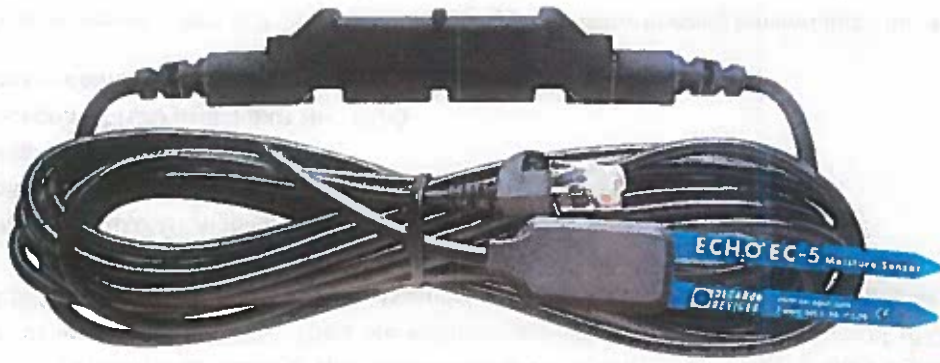


Attachment C

**EC5 Soil Moisture Smart Sensor**

Part # S-SMC-M005

Small area of influence



\$ 139.99

**Overview**

This affordably-priced soil moisture sensor offers a two-tine design for easy installation. In addition, the EC-5 is a smart sensor, allowing users to launch monitoring systems quickly, easily, and affordably. Since HOBO data loggers recognize this sensor, no complicated programming or setup is required. The EC-5 integrates with the field-proven ECH2O™ Sensor and a 12-bit A/D. It provides  $\pm 3\%$  accuracy in typical soil conditions, and  $\pm 2\%$  accuracy with soil-specific calibration. Readings are provided directly in volumetric water content. This sensor is designed to maintain low sensitivity to salinity and textural effects.

Also available in a wireless model for use with the HOBOnet Field Monitoring System.

**Highlighted Features**

- Measures a 0.3-liter volume of soil
- High-frequency (70 MHz) circuit provides good accuracy even in high-salinity and sandy soils.
- Compatible with Onset stand-alone and web-based weather stations

**in what environment does this sensor operate?**

This sensor operates in an outdoor environment

**What measurements does this sensor support?**

The S-SMC-M005 sensor supports the following measurement: Soil Moisture

[www.onsetcomp.com](http://www.onsetcomp.com) • 1-800-LOGGERS (564-4377)

## Detailed Specifications

### EC5 Soil Moisture Smart Sensor

**Measurement Range**

**In soil:** 0 to 0.550(m<sup>3</sup>/m<sup>3</sup>)

**Extended range:** -0.401 to 2.574 m<sup>3</sup>/m<sup>3</sup> (full scale)

The sensor is capable of providing readings outside the standard volumetric water content range. This is helpful in diagnosing sensor operation and installation. See the Operation section below for more details.

**Accuracy:** ±0.031 m<sup>3</sup>/m<sup>3</sup> (±3.1%) typical 0 to 50°C (32° to 122°F); ±0.020 m<sup>3</sup>/m<sup>3</sup> (±2%) with soil specific calibration.

This is a system level accuracy specification and is comprised of the ECH2O probe's accuracy of ±0.03 m<sup>3</sup>/m<sup>3</sup> typical (±0.02 m<sup>3</sup>/m<sup>3</sup> soil specific) plus the smart sensor adapter accuracy of ±0.001 m<sup>3</sup>/m<sup>3</sup> at 25°C (77°F). There are additional temperature accuracy deviations of ±0.003 m<sup>3</sup>/m<sup>3</sup> / °C maximum for the ECH2O probe across operating temperature environment, typical <0.001 m<sup>3</sup>/m<sup>3</sup> / °C. (The temperature dependence of the smart sensor adapter is negligible.)

**Resolution:** 0.0007 m<sup>3</sup>/m<sup>3</sup> (0.07%)

**Soil probe dimensions:** 89 x 15 x 1.5 mm (3.5 x 0.62 x 0.06 in.)

**Weight:** 180 grams (6.3 oz)

**Decagon ECH2O probe part No.:** EC-5

**Sensor operating temperature:** 0° to 50°C (32° to 122°F).

While the sensor probe and cable can safely operate at below-freezing temperatures (to -40°C/F) and up to 75°C (167°F), the soil moisture data collected at these extreme temperatures is outside of the sensor's accurate measurement range.

**Volume of influence:** 0.3 liter (10.1 oz)

**Sensor frequency:** 70 MHz

**Bits per sample:** 12

**Number of data channels:** 1

Note: A single smart sensor-compatible HOBO logger can accommodate 15 data channels and up to 100 m (328 ft) of smart sensor cable (the digital communications portion of the sensor cables)

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## Vantage PRO2<sup>™</sup> INSTALLATION DIAGRAM

Vantage Connect Moving Data from Multiple Stations to Computer and Smartphone

This diagram shows a Vantage Pro2 sensor suite and a Soil Moisture/Temperature station sending data simultaneously to a Vantage Connect. The Vantage Connect then transmits the data via cellular connection to WeatherLink.com, where it can be viewed on a computer or smartphone. The transmission distance between a transmitting station and Vantage Connect is up to 1000' (300 m) line-of-sight, or up to 600' (180 m) through walls and other obstructions.



Stainless Steel  
Temperature Probe  
PRODUCT #H428

**DAVIS** NET [www.davisnet.com](http://www.davisnet.com)

Installation Diagram /396.019 • Rev. A • 01/31/17



Weather Monitoring ▼

Marine & Outdoor ▼

Support



## EnviroMonitor Gateway

Product number:6800

The EnviroMonitor Gateway collects all essential data from the Nodes and pushes it securely to the Cloud server using cellular connectivity.

[Support Documents](#) | [Product Brochure](#)

**Region-specific versions** available for this product. [Find a reseller](#) in your area for shipments outside of USA/Canada.

Select quantity:

US - 1 +    INT - 0 +    CAN - 0 +



OR



Product Price

**\$795.00**

+ Activation Fee **\$25.00**

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[Learn More](#)

4

1/10/2019



Weather Monitoring ▾

Marine &amp; Outdoor ▾

Support



## Additional Information

### Features & Benefits

## Measure, Monitor, and Manage Field Data

The EnviroMonitor Gateway collects information from an optional connected sensor suite and all essential data from the Nodes. It pushes all that data securely to the Cloud server using cellular connectivity. From there, the data can be accessed on your smart devices and computers.

The Gateway is energy savvy. It's equipped with solar powered with over sized solar panels for ample energy. It will work and work, and keep on working out in the field for you.

## Includes/Requires

The Gateway is a self-contained, weather-resistant, solar-powered unit that communicates over a cellular connection. It includes a rechargeable 6-volt backup battery and comes with mounting hardware. Requires an annual service plan and one-time activation fee. Requires a service plan for transmitting data (see below), and 4 D cell batteries for backup power (not included).

## EnviroMonitor Overview

5







Weather Monitoring ▼

Marine & Outdoor ▼

Support



## Wireless Leaf & Soil Moisture/Temperature Station

Product number:6345

Solar-powered station includes transmitter and battery inside weather-resistant shelter.

[Support Documents](#)

**Region-specific versions** available for this product. [Find a reseller](#) in your area for shipments outside of USA/Canada.

Select quantity:

- 1 +

**Product Price**  
\$225.00

[Add to Cart](#)

6



Weather Monitoring ▼

Marine & Outdoor ▼

Support



## Additional Information

Features & Benefits

Includes/Requires



### Irrigate wisely

Irrigation can be an art! The idea is to provide enough—but not too much—water to your plants, where they can use it. With the Wireless Leaf & Soil Moisture/Temperature station, art becomes science: you will know exactly how deep the water is penetrating the soil, and when leaves are too damp for healthy growth.

### Add sensors for customized station

Sensors are sold separately, letting you build the station that matches your needs.

See also the Complete Soil Moisture/Temperature Station (#06345CS) which includes 4 soil moisture sensors and 4 temperature probes.

### Compatibility

Radio-compatible with wireless Vantage Connect, Vantage Pro2 console, Weather Envoy, or Envoy8X.

Reliable spread-spectrum, frequency hopping transmission transmits up to 1000 ft. (30 m).

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1/10/2019



Weather Monitoring ▼

Marine & Outdoor ▼

Support



## Vantage Connect® for Wireless Stations (GPRS/GSM)

Product number:6622

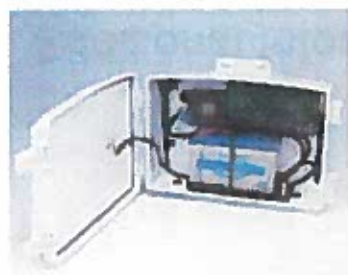
**Remote weather data, versatile integration.** Cellular-based, solar-powered unit sends remote weather station data to the Internet. Operates with 2G/3G cellular technology and is a good choice in the US where there is no CDMA coverage, or in other countries around the world. Also available in CDMA version (product number 6621), and cabled version (product number 6622C).

[Support Documents](#) | [Product Brochure](#)

**Region-specific versions** available for this product. [Find a reseller](#) in your area for shipments outside of USA/Canada.

Select quantity:

US - 1 + | CAN - 0 +



Product Price  
**\$825.00**

**Add to Cart**

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Weather Monitoring ▼

Marine & Outdoor ▼

+ Activation Fee **\$25.00**

[View Service Plans](#)  
[Support](#)



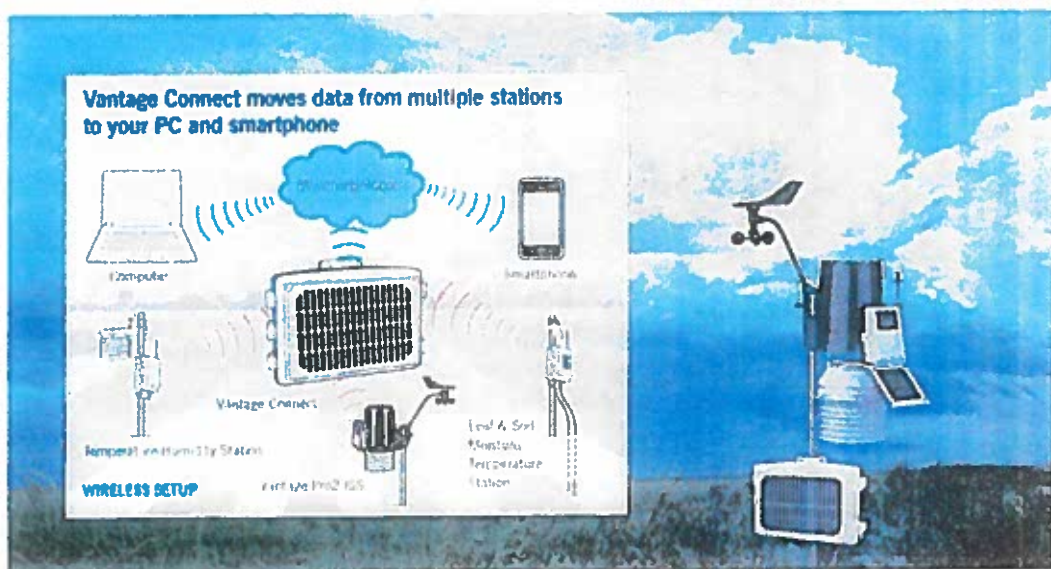
## Additional Information

[Features & Benefits](#)

[Reviews & Photos](#)

[Specifications](#)

[Includes/Requires](#)



Vantage Connect allows you to retrieve weather data from any remote site that has cellular coverage. Powered by battery and solar panel, it receives data from your sensor suite up to 1000 feet (30 meters) away, then sends it via cellular connection to the WeatherLink Cloud.

From the WeatherLink Cloud, you can access your data on a smartphone with the WeatherLink Mobile App (iOS and Android) or on a computer at your personal [WeatherLink.com](http://WeatherLink.com) page. Use your Pro Tier (included in your annual service plan) to graph and analyze your data further.

You can also receive alerts via email or text when specific conditions are met. You'll know in real-time when temperatures drop near frost levels in your orchard or when wind direction changes near a fire hazard. Perfect for remote orchards, vineyards, farms, vacation or rental homes, and fire hazard areas.

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Weather Monitoring ▼

Marine & Outdoor ▼

Support



## EnviroMonitor Node

Product number:6810

Collect sensor data and transmit it to an EnviroMonitor Gateway. A variety of Davis and third-party sensors can report data to the Node including temperature, humidity, rainfall, leaf wetness, soil moisture, soil salinity, pressure, and more.

[Support Documents](#) | [Product Brochure](#)

Select quantity:

- 1 +

Product Price  
\$395.00

Add to Cart

Learn More

10

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[Parts & Accessories](#)

[Tree & Shrub](#)

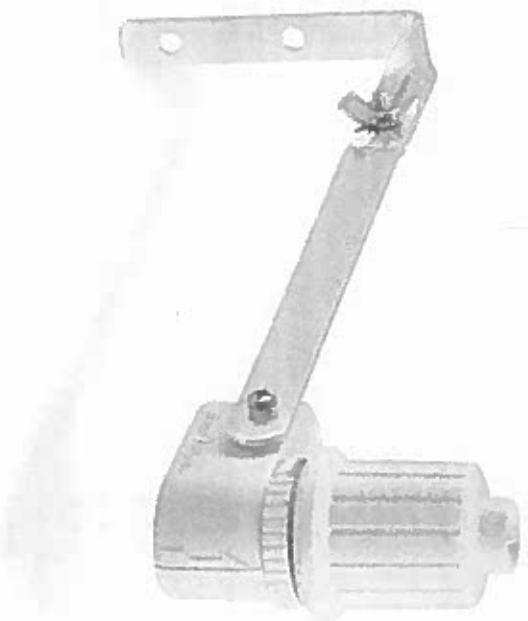
[Clearance](#)

**FREE SHIPPING ON ALL ORDERS OVER \$99\***

\*excluding tubing and valve boxes

[Home](#) [Timers](#) [Rain & Moisture Sensors](#) **RSDDBEX - Rain Sensor - With Bracket**

Save 10%



## RSDDBEX - Rain Sensor - With Bracket

[Z1Share](#)

- Automatic rain shutoff prevents overwatering due to natural rainfall
- Flexible, multiple rainfall settings from 1/8" to 3/4" which are quick and easy to adjust with a twist of the dial.
- High-grade, UV-resistant body on an aluminum bracket easily resists the elements, ensuring hassle-free performance.
- An adjustable side vent ring allows the sensor to dry out once it collects water.
- Moisture sensing disks work in a variety of climates
- Latching hinge maintains alignment

Product ID: **A61200**

Product Model: **RSDDBEX**

More Views



Regular Price:

~~\$31.80~~

**Special Price**

**\$28.62**

Qty: 1

[Add to Cart](#)

[Add to Compare](#)

[Product Description](#)

[Specifications](#)



AgraTronix (<https://barndoorag.com/agratronix/>)

# AGRATRONIX 20" HT-PRO PROBE-STYLE HAY MOISTURETESTER | 07120

**PRICE: \$208.54**

★★★★★ 1 Review

[Ask a question](#)

[Recommend](#) Be the first of your friends to recommend this.

**SKU:** 07120

**Weight:** 2.00 LBS

**Shipping:** Free Shipping on Orders \$50+

**QUANTITY:** 1 [ADD TO CART](#)

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[Description](#)[Questions & Answers](#)[Product Info](#)[Also Viewed](#)

## Product Description

### AgraTronix 20" HT-Pro Probe-Style Hay Moisture Tester | 07120

We believe in providing the best possible quality products and customer service for cultivators, agriculturalists and weekend farmers. We strive to be the leading provider of hay, grain and wood moisture sensing equipment so that our customers can consistently protect their crops, harvest, horses and livestock without worrying about their investments.

After the baling process, hay is stacked and awaits sale. Testing at this stage is vital for the same reasons that stood prior to the baling process. With a hand-held electronic probe tester, such as the AgraTronix HT-PRO, you are able to simply insert the probe into the bale and determine its moisture level.

#### Features:

- 20" probe lengths available
- Includes calibration clip – less than 20 seconds to calibrate
- Above and below moisture limit indication
- Illuminated LCD display

#### Specifications:

- Moisture range: 14% – 44% depending on hay tested
- Temperature range: 32° – 225° F (0° – 107° C)
- Accurate throughout the normal range of stored, baled hay
- Display resolution: 0.1% moisture
- 9V battery required

The First and Only Portable Hay Moisture Tester With A Calibration Clip

Trending top rated products

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[https://barndoorag.com/agratronix-20-ht-pro-probe-style-hay-moisturetester-07120/?\\_vsrefdom=adwords&gclid=EAlaIQobChMIw\\_ys7MHj3wl...](https://barndoorag.com/agratronix-20-ht-pro-probe-style-hay-moisturetester-07120/?_vsrefdom=adwords&gclid=EAlaIQobChMIw_ys7MHj3wl...) 1/10/2019





## Tree Planting Programs

ONE CITY. ONE JACKSONVILLE.

**Remove and Replace Program:** When the city removes a dead, dying or diseased tree from the public right of way, funds appropriated by 2018-775 can be used for the removal only if a similar species tree will be planted in the same general area from where the dead, dying or diseased tree was removed. The funds do not lapse. The projects are not scored for placement on a Priority Project list, but are instead handled on a first-come, first-served basis. This is an internal program and will not be marketed through outreach. An informational placard (describing care and maintenance) will be placed on the planted tree. Both trees removed and replacement trees will be recorded in Plan-It GEO. *(Already approved by the Tree Commission. Ordinance 2018-775 for \$300,000 in funding and process currently pending before the City Council for approval.)*

**Level 1 Tree Planting Program:** Citizens may call 630-City to request 1-2 trees (per year) to be planted in the city right of way contiguous to their residential or commercial property. Once the request is received, a city arborist will visit the location to determine whether trees can be planted, and if so, provide a menu of acceptable trees that could be planted (from the Tree Commission's Approved Tree Planting List) from which the citizen can choose. The funds do not lapse. The Level 1 Tree Planting Program projects are not scored for placement on a Priority Project list, but are instead handled on a first-come, first-served basis. This program will be marketed through outreach. An informational placard (describing care and maintenance) will be placed on the planted tree(s). Trees planted will be recorded in Plan-It GEO. (The city will perform all functions relating to a Level 1 Tree Planting project.) *(Already approved by the Tree Commission. Ordinance 2018-775 for \$200,000 in funding and process currently pending before the City Council for approval.)*

**Level 2 Planting Program:** Organizations (of any kind) may request a tree planting project (of up to 200 trees) on public land. Once the request is received, a city arborist will work with the requesting organization and on their behalf, develop a schematic planting plan (using trees from the Tree Commission's Approved Tree Planting List), coordinate the planting of the tree's using the city's tree planting contractor, and manage the project. The city will perform all functions relating to a Level 2 Planting project. The Level 2 Tree Planting Program projects are reviewed and scored by the Tree Commission for placement on a Priority Project list to be submitted to the Mayor's Budget Review Committee (MBRC). Upon approval by the MBRC, the request will be submitted to the City Council for funding. The Level 2 Planting Program will be marketed through outreach. Trees planted will be recorded in Plan-It GEO. *(Instructions scheduled to be approved by the Tree Commission on December 13, 2018. Future legislation appropriating funding for specific project(s) required to be approved by the MBRC and the City Council.)*

**Level 3 Planting Program:** Organizations (of any kind) can request funding for a tree planting project (no limit on the number of trees) on public land. The request will be made via an application for funding to the Tree Commission. Level 3 Planting Program applications will be reviewed and scored (subject to various criteria relating to the project's characteristics) for placement on a Priority Project list to be submitted to the Mayor's Budget Review Committee (MBRC). The application will require disclosure of design consultant fees, construction (planting) costs and administrative fees. Upon approval by the MBRC, the request will be submitted to the City Council for funding. If funding is awarded, the organization will be responsible for procuring bids from tree planting contractors, preparing a schematic planting plan, managing the project, satisfying insurance/performance requirements established by the City as well as performing all other functions relating to the project. In some instances, the organization may provide support for the project by providing funding or volunteer labor and may be required to use the City's tree planting contractor to provide, plant and warranty the trees. The Level 3 Planting Program will be marketed through outreach. Any trees planted will be recorded in Plan-It GEO. *(Instructions scheduled to be approved by the Tree Commission on December 13, 2018. Future legislation appropriating funding for specific project(s) required to be approved by the MBRC and the City Council.)*

**LEVEL 2 COMMUNITY ORGANIZATION  
TREE PLANTING PROGRAM SUGGESTION**

The form below provides individual citizens and organizations with the opportunity to suggest a location for a tree planting project within Duval County that proposes to use funds from the City of Jacksonville Tree Protection and Related Expenses Trust Fund. If a citizen or organization is interested in suggesting a planting location for the City to implement, then this form should be used.

**Requirements to utilize this Program:**

- 1. The location of the proposed planting must be:
  - a. In Duval County; and
  - b. On public property, such as a road right-of-way; a local, state or national park; Duval County School Board property, etc.
- 2. The number of trees requested may not exceed 200.

**The following information must be provided:**

- 1. Name/Title of Project: \_\_\_\_\_
- 2. Legal Name of Organization/Citizen Making Suggestion: \_\_\_\_\_
- 3. Organization or Citizen Mailing Address: \_\_\_\_\_
- 4. Contact Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_
- 5. Location/Address of Planting Project: \_\_\_\_\_
- 6. Has project information been shared with the Council Member of the district? \_\_\_\_\_
- 7. Rationale for Project (include information about the public benefit of the project):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8. Description of project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a citizen/organization is interested in proposing a project that they want to administer and implement, a more comprehensive application (Level 3) can be found at the following link: <http://www.coi.net/departments/public-works/tree-commission>.

**JACKSONVILLE TREE COMMISSION'S  
Level 3**

**COMMUNITY ORGANIZATION TREE PLANTING PROGRAM**

**INSTRUCTIONS**

**I. Purpose.**

This document sets forth the procedures and rules that must be followed for grant applications for the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program ("Community Organization Tree Program" or "Level 3 Program") utilizing the Tree Protection and Related Expenses Trust Fund. The purpose of the Level 3 Program is to provide grants to local community and not-for-profit organizations for the design, management and implementation of tree planting projects on publically owned land within Duval County for the conservation and enhancement of the City of Jacksonville's ("City") tree canopy.

The Tree Commission is an advisory body that encourages and coordinates the efforts of the various public and private entities that are concerned with the conservation and enhancement of the City's tree canopy. The Tree Commission is the subject matter expert on the City's tree canopy and is tasked with making recommendations to the City Council, Mayor's Office, City Staff, and community stakeholders with respect to the planting of trees and the health of the City's tree canopy. Pursuant to Sec. 94.106, *Ordinance Code*, the Tree Commission was charged with coordination of tree planting projects between public and private entities and to review expenditure proposals and plans for such planting projects. To that end, this Level 3 Program sets a framework for how the City might collaborate with community organizations through the funding of eligible, prioritized projects.

The Tree Protection and Related Expenses Trust Fund, as authorized by Sec.111.760, *Ordinance Code*, and Sec. 25.04, *City Charter* ("Tree Funds"), is comprised of funds that are required to be expended on the provision and maintenance of trees and incidental landscaping to such trees on all public lands in Duval County. In an effort to improve the City's tree canopy, the City will collaborate with not-for-profit, and other community organizations to achieve this goal through tree planting projects.

## II. Definitions.

*Applicant* means an eligible not-for-profit or community organization that submits an Application for Tree Protection and Related Expenses Trust Fund funds through the Tree Commission.

*Application Evaluation Period* means the period commencing at the time of the Level 3 Program Application Deadline listed In Section VII, and ending at the public meeting at which the Tree Commission submits its scores for calculation.

*Award* means a grant from the City pursuant to the procedures outlined in this document.

*Award Session* means the schedule reflected in Section VII of this document.

*Department* means the Public Works Department.

*Design Consultant* means a Landscape Architect, Urban Forester, Arborist, or landscape designer with at least 5 years of experience in the design and administration of tree planting projects on road rights-of-way. Experience must include preparing design documents and bid specifications, obtaining bids, providing contractor oversight, and inspecting the contractor's work. The Design Consultant may be an employee of the Applicant.

*City's Continuous Contract* means the annual contract awarded by the City to a landscape contractor to provide countywide tree planting and maintenance services.

*Grant Agreement* means the agreement between the Applicant and the City setting forth the requirements and responsibilities for the design, coordination, and implementation of a Project.

*Project Cost* means the total of all eligible costs associated with the design, coordination, procurement of materials, planting, irrigation, warranty and maintenance of the Project in accordance with this Instructions document.

*Project Design* means the completion of the Schematic Planting Plan drawings and the construction drawings and specifications for the irrigation and planting of the trees and incidental landscaping prepared by the Design Consultant.

*Project Priority List* means the list created by the Tree Commission for submission to the Mayor's Budget Review Committee ("MBRC") for consideration and approval for legislation to approve the grant.

*Publicly owned property in Duval County* means property owned by a governmental

entity, including, but not limited to land within the City or State right-of-way; local, state or federal parks and preserves; and Duval County School Board property.

*Recipient* means an applicant that has been approved for funding by the City Council and who has executed a Grant Agreement with the City for an Award.

*Schematic Planting Plan* means a scaled drawing showing all significant components by means of standards symbols such as the site location map, the limits of the project, property lines or right-of-way lines, plant legend, and master tree planting plan.

*Tree Commission* means the advisory body created in Chapter 94, *Ordinance Code*.

*Tree Fund* means the monies within the Tree Protection and Related Expenses Trust Fund, pursuant to Sec. 111.760, *Ordinance Code*, and Sec. 25.04, *Jacksonville Charter*.

### **III. General Requirements and Eligibility Standards.**

The following constitutes the general procedures for the Level 3 Program.

A. **Application Form.** The application form for the Level 3 Program is entitled “Level 3 Tree Planting Program” and is prescribed for use with these procedures. Applications for funding must be submitted on this form, and shall include the completed Exhibits to the application. An applicant may only submit one project per application form.

#### **B. Eligible Applicants.**

##### **1. For 501(c) not-for-profit organizations:**

- a) Attach a copy of the organization’s IRS determination letter.
- b) Attach a status of good standing certificate issued by the Florida

Division of Corporations evidencing that the Applicant is in good standing and has been in existence for one (1) year prior to the Level 3 Program application deadline. See Section VII of these Instructions for the Application Schedule. The certificate must be dated within 60 days of the application deadline and list the requesting agency as a Florida non-profit corporation (requested from Florida Division of Corporations here: <http://dos.myflorida.com/subbiz/manage-business/certification/certificate-status-efile/>).

- c) In order to show that the applicant is currently operating in Duval

County, attach a copy of the Florida Division of Corporations "Detail by Entity Name" webpage from [www.Sunbiz.org](http://www.Sunbiz.org). Go to this link:

<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>:

If proof of operation in Duval County cannot be determined by the "Detail by Entity Name", attach evidence of current operations in Duval County by submitting at least one of the following:

- 1) A list of notable projects or work completed in Duval County completed by the Applicant; or
  - 2) A copy of media publicity identifying work conducted in Duval County (i.e. news article or blog post)
2. **For Community Organizations - Homeowners Association, Special District, or other unit of local government within Duval County:**
- a) Attach a copy of the enacted ordinance establishing the district or local unit and provide documentation that the unit is currently in compliance with all state and local requirements.
  - b) Control of the Homeowners' Association must have been obtained by members of the Association other than the developer.

**IV.**

**Submission of Application and Application Materials.** Applications must be submitted by mail or delivery to the Tree Commission, care of the Mowing and Landscape Maintenance Division, Department of Public Works, 609 St. Johns Bluff Road North, Jacksonville, Florida 32225. To be timely submitted, Applications must be received by 3:00 PM on or before the published Application deadline.

Applications received late will not be considered in that Award Session.

A. Applications must be transmitted with an original signature cover letter on Applicant's letterhead, signed by the appropriate representative, official or administrator, binding the Applicant to fulfill the commitments made in the Application and identifying the person that will act as the key contact between the City and the Applicant.

B. Applicants must submit four (4) complete and legible sets of Applications materials. One set shall contain original text and non-text items, along with required signatures.

C. All Applications must be submitted on the Level 3 Tree Planting Program application form.

D. The following Exhibits shall be provided with the application:

1. Proof of eligibility as described in Section III.B (Exhibit A);
2. Corporate Resolution Certification (if applicable) (Exhibit B);
3. Authorization to Plant Trees (Exhibit C). If information is needed regarding the property's ownership, contact the Real Estate Division at (904) 255-8700 for assistance.
  - a) If in the City Right-of-Way, must obtain a Right-of-Way Permit from the Development Services Division of the Planning and Development Department (website: <http://www.coj.net/departments/planning-and-development/development-services-division/right-of-way-permitting.aspx> ) in addition to the form
  - b) If in a City Park, must obtain authorization from the Parks & Recreation Department
  - c) If on School Board property, must obtain authorization from the Assistant Superintendent of Facilities.
  - d) If on property controlled by any other governmental entity not described above, must obtain the appropriate authorization from that agency.
4. Schematic Planting Plan, including the following information (Exhibit D):
  - a) North arrow and graphic scale (1" = 20', 30' or 50') shown on each sheet;
  - b) Project boundaries;
  - c) Location of all plant material; and
  - d) Location map.
5. Plant Schedule listing (part of Exhibit D):
  - a) the species,
  - b) the size;
  - c) associated notes for each type of plant; and

d) plant quality (Florida Fancy or Florida #1).

6. Cost breakdown (**Exhibit E**):

a) Administrative/contract management fees including, but not limited to: construction coordination, community outreach and/or programs, volunteer coordination, meetings, project coordination, and billing.

b) Design Consultant Services Fee, with detailed scope of service; and

c) Construction cost, including, but not limited to purchase and installation of plant material and irrigation, site preparation, performance and payment bonds, maintenance of traffic, and guarantee of plant material and irrigation.

7. An executed Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit. (**Exhibit F**).

a) Grant Agreement template shall be included as part of **Exhibit F**.

E. Applications must be completed by the Application Deadline. More specifically:

1. Applications are deemed complete if all requested and necessary information and documentary proof is provided, as outlined in this document and on the Application.

2. Prior to the submission of an application, Applicants are strongly encouraged to discuss their conceptual and preliminary ideas with the Tree Commission staff.

3. Applicants may submit their application to Tree Commission staff for review of completeness of the Application during a courtesy application review period prior to each Application Deadline. See Section VII of these Instructions for the applicable time frames.

4. Feedback and input from Tree Commission staff may be provided regarding design if time permits.



V. Application Review and Process.

A. **Staff Review.** The Tree Commission staff will review and prepare a report and recommendation (“Staff Report”) for approval, approval with conditions, or denial that will be sent to the Tree Commission, the District Council Member, and the Applicant. The Staff Report shall be based upon the application and exhibits, and shall include an analysis of each of the Project Evaluation Criteria. The Staff Report will not include a score for each application.

B. **Application Presentation.** All applications shall be presented at a scheduled public meeting held by the Tree Commission, for review, deliberation, and final recommendation. Special meetings may be held if needed at the discretion of the Tree Commission.

1. Each Applicant shall have 10 minutes to present their application to the Tree Commission at the scheduled public meeting.

2. Commissioners shall receive a copy of all applications and Staff Reports at least 14 days prior to Tree Commission meeting when the applications will be heard.

C. **Tree Commission Review.** Each application will be scored by the Tree Commission on a scale of **0 to 115 points**. Assuming multiple applications are received during each Award Session, the applications will be ranked in order of highest score and included on a recommended Project Priority List submitted to the Mayor’s Office for processing through the Mayor’s Budget Review Committee (“MBRC”) for recommendation to the City Council for the award of Tree Funds for the respective projects. The evaluation of the application will be based on the criteria set forth below and will receive a score from 0 to **115 possible points**. When evaluating each application, the Tree Commissioners shall utilize the information contained in the application, including the exhibits, Staff Report and all information obtained during the Applicant’s presentation for scoring. Each Commissioner will individually score each application.

D. **Project Priority List.** The Assistant General Counsel assigned to the Tree Commission will average the total score for each application from each Commissioner to arrive at a final score for each application. The applications will

then be ranked in order of highest average score to the lowest average score, with a total of the funding requested. This ranking will be included in the Tree Commission's Project Priority List to be presented to MBRC for review.

**E. MBRC Review.** At the earliest MBRC meeting following the ranking of the proposed projects by the Tree Commission, the Tree Commission staff will submit and present the Project Priority List for review and approval through the MBRC process. If the MBRC approves any or all of the projects as presented, or as modified, the Office of General Counsel will prepare the appropriate legislation and Grant Agreement(s) as directed by MBRC for consideration by the Council for funding. In the alternative, MBRC can decide to delay the funding of a proposed project to a later date or decide not to fund a certain project from the Project Priority List. If a proposed project is denied by MBRC, no further action on it shall be taken on the project through the Level 3 Program, however, this does not limit the ability of a Council Member to file legislation to implement a Project utilizing the Tree Fund.

**F. City Council Review.** The legislation containing the Project(s) and Grant Agreement(s) as directed by MBRC will be filed by the Office of General Counsel with the Legislative Services Division for final decision by the City Council of approval, modification, or denial of the project and Grant Agreement, and appropriation of the Tree Funds.

**G. Contract Award.** Upon execution of the completed Grant Agreement by all parties, the Applicant will be eligible for payment of funds approved as part of the Project Cost.

**VI. Project Evaluation Criteria.**

**A. Design Review - 35 point total (5 points each)**

1. The species of trees are appropriately located.
2. The number and placement of trees are appropriately located.
3. Trees being planted are approved pursuant to the "Tree Commission Approved Tree Planting List," attached hereto, and as that document is amended from time to time.

4. Shade trees are preferred. If non-shade trees are proposed, the use of those trees versus the use of shade trees in terms of the overall project must be acceptable.
5. Less than 25% of the total species of trees being planted are palms.
6. The planting will not interfere with utilities or sight line requirements.
7. The project does not include incidental landscaping. But in the event it does include incidental landscaping, the applicant may justify the reasons for its inclusion.

**B. Cost Review - 25 point total (5 points each)**

1. Administrative costs are reasonable.
2. Design Consultant fees are reasonable.
3. Construction costs are reasonable.
4. Irrigation costs are reasonable.
5. The cost of the species of trees selected do not outweigh the benefit of the trees

**C. Maintenance and Impacts Review - 10 point total (5 points each)**

1. Low maintenance plants are utilized, that will require minimum maintenance after the first two (2) years of mandatory maintenance by the Applicant.
2. The location of plant material and irrigation have a minimum adverse impact over time on infrastructure such as sidewalks and roadbeds.

**D. Public Benefit Review - 25 point total (5 points each)**

1. The species of trees being planted are beneficial to the City's tree canopy.
2. The Project provides a unique benefit to the neighborhood, Council District, or City.
3. The Project serves high visibility areas.
4. The Project engages the Community through volunteers or education or other public engagement.
5. The Project is aesthetically pleasing and/or combats blight in blighted areas.

**E. Plan-It Geo Objective Criteria Review - 20 point total (4 points each)**

- conducted by staff.** Staff will utilize the Plan-It Geo Web Tool to evaluate the existing conditions of the proposed planting project location. This does not

include or require uploading the Schematic Design, but rather identifying the geographic boundaries of the project.

1. The location will be evaluated based on the Census Block ranking (1 - 488) developed by Plan-It Geo for the five (5) categories listed below:
  - a) Urban Tree Canopy Percentage
  - b) Stormwater Benefits
  - c) Urban Heat Island
  - d) Socio-Economic Benefits
  - e) Overall-equally weighted criteria, as stated below:

A maximum of 4 points per category is possible. If a project is on the border of two or more Census Blocks, then the average of the census blocks will be applied to determine a score (e.g. located on the 50<sup>th</sup> and 300<sup>th</sup> census blocks, then 175<sup>th</sup> census block will be applied so that it will receive 3 points). The ranking and corresponding points are as follows:

- (1) 1st-25th percentile (1-122)- 4 points;
- (2) 26th- 50th percentile (123-244)- 3 points;
- (3) 51st-100th percentile (245-366) 2 points
- (4) 76th-100th (367-488) percentile- 1 point

**VII.**

**Application Schedule.** The Tree Commission will review and create a recommended Project Priority List for submission to the MBRC for a recommendation to the City Council for project funding three (3) times per year, utilizing the Tree Protection and Related Expenses Trust Fund. The initial application deadline will be as soon as practicable after approval of this Level 3 Program by the Tree Commission. The Tree Commission's review of projects will follow, if possible, the below schedule. All deadlines are 3:00 PM on the specified date below. If a date listed below falls on a weekend or a legal holiday, the operative date shall be the next business day.

<b>Application Evaluation Period</b>				
<b>Award Session</b>	<b>Courtesy Application Review Period</b>	<b>Application Deadline</b>	<b>Staff review Deadline</b>	<b>Commission Meeting/Scoring</b>
1	November 1 through 5 business days prior to Application Deadline	January 2	January 31	2 <sup>nd</sup> meeting in February
2	March 1 through 5 business days prior to Application Deadline	May 1	May 31	2 <sup>nd</sup> meeting in June
3	July 1 through 5 business days prior to Application Deadline	September 1	September 30	2 <sup>nd</sup> meeting in October

**VIII. Certain Communications Prohibited During Application Evaluation Period.**

A. During the Application Evaluation Period, an Applicant shall be prohibited from communicating with Tree Commission members, Tree Commission staff, and other City employees involved with the Level 3 Program application process regarding an application submitted by such Applicant. This prohibition shall not apply to the following communications:

1. Communications to the Tree Commission staff regarding matters of process or procedure contained herein or in any related documents;
2. Communications during any publicly noticed meeting under Chapter 286, Florida Statutes, including, but not limited to, Tree Commission meetings and subcommittee meetings; and
3. Communications necessary and solely related to the ordinary course of business concerning an Applicant's existing Level 3 Program Grant Agreement.

**JACKSONVILLE TREE COMMISSION'S**

**Level 3**

**TREE PLANTING PROGRAM**

**APPLICATION FORM**

[TO BE DEVELOPED BASED ON THESE INSTRUCTIONS]

To contain:

EXHIBIT A – Proof of Eligibility

EXHIBIT B – Corporate Resolution Certification

EXHIBIT C – Authorization to Plant Trees

EXHIBIT D – Schematic Planting Plan and Plant Schedule

EXHIBIT E – Cost Breakdown

EXHIBIT F - Level 3 Program Affidavit, including the Grant Agreement template.

**PROOF OF APPLICANT ELIGIBILITY**

**EXHIBIT A**

**CORPORATE RESOLUTION CERTIFICATION**

The undersigned, Secretary of \_\_\_\_\_ [insert agency name], a Florida \_\_\_\_\_ corporation ("*Corporation*"), does hereby certify that the following Resolutions were adopted by the Corporation at a meeting of the Board of Directors of the Corporation held on \_\_\_\_\_, 20\_\_:

**RESOLVED THAT** [insert name of signatory] \_\_\_\_\_, the \_\_\_\_\_ [insert title of signatory] \_\_\_\_\_ of the Corporation ("*Authority*") is hereby authorized and empowered to execute on behalf of the Corporation any and all Agreements between the City of Jacksonville, Florida ("*City*") and the Corporation for the purpose of receiving funds from the City for a tree planting project related to the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program ("*Project*"), and to execute any and all documents necessary in connection with the Project.

**FURTHER RESOLVED THAT** in addition to and without limiting the foregoing, that the Authority of the Corporation be, and hereby is, authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of the Corporation, all such instruments and documents as the Authority may deem appropriate in order to effectuate the Grant Agreement and any documents or instruments executed in the accomplishment of any action or actions authorized as stated herein shall be deemed to be conclusive approval thereof by this Corporation and the binding act and obligation of this Corporation.

DATED: \_\_\_\_\_ 20\_\_  
\_\_\_\_\_  
CORPORATE SECRETARY

**EXHIBIT B**



### AUTHORIZATION TO PLANT TREES

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Applicant, \_\_\_\_\_, submitted an application for the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program ("Application") to plant trees on the following property, located at: \_\_\_\_\_, RE #: \_\_\_\_\_ (attach an additional sheet if necessary) ("Property").

The Property is public land in Duval County and is owned or controlled by (e.g. City, State of Florida, United States, Independent Agency of the City of Jacksonville, or other public entity) \_\_\_\_\_ and is a (e.g. right of way, park, school, etc.) \_\_\_\_\_ managed by (e.g. Parks & Recreation, Public Works, Development Services Division, School Board, Superintendent, etc.) \_\_\_\_\_.

I, \_\_\_\_\_, as the (position) \_\_\_\_\_, in the (department and division) \_\_\_\_\_, have reviewed the Application and I have the authority to authorize the Project to be conducted on the Property in the event the Project is approved.

This Authorization is limited to the Application as submitted on the above referenced date. This authorization does not bind the City to award funds from the Tree Protection and Related Expenses Trust Fund and this Authorization is subject to revocation should the Application materially change from the date of submission.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name** \_\_\_\_\_ **Agency, Department, Division**

**Phone:**

**Email:**

### EXHIBIT C

**SCHEMATIC PLANTING PLAN  
AND  
PLANT SCHEDULE**

**EXHIBIT D**

**COST BREAKDOWN**

**Administrative Fees**

**Design Consultant Fees**

**Construction**

**EXHIBIT E**

**JACKSONVILLE TREE COMMISSION'S  
LEVEL 3  
COMMUNITY ORGANIZATION TREE PLANTING PROGRAM  
AFFIDAVIT FORM**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who was sworn and says:

1. My name is \_\_\_\_\_ and I am the [note: the individual  
executing this affidavit must be the executive director, chief executive or operating officer,  
president, vice president or board chairman] \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ a \_\_\_\_\_ Florida  
\_\_\_\_\_ (“Applicant”) and I have personal knowledge of the matters  
stated herein.
2. The Applicant is an Eligible Applicant, as defined in the Jacksonville Tree Commission’s  
Level 3 Community Organization Tree Planting Program Instructions document.
3. The Applicant is in compliance with the terms of all existing City agreements to which it is a  
party.
4. The Applicant is in compliance and will comply with all federal, state, local laws, rules,  
regulations and ordinances, as the same may exist from time to time, applicable to it.
5. If the application is approved for funding, the Applicant will execute a Grant Agreement  
between the City of Jacksonville and the Applicant, in substantially the same form as the  
Grant Agreement attached hereto as **Exhibit 1**.

\_\_\_\_\_  
Signature of Affiant  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL  
Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by. Said person  
is person is personally known OR produced identification.

\_\_\_\_\_  
Notary Public  
(Seal)

**EXHIBIT F**

**JACKSONVILLE TREE COMMISSION'S**

**Level 3**

**COMMUNITY ORGANIZATION TREE PLANTING PROGRAM**

**GRANT AGREEMENT**

**[GENERAL CONCEPTS]**

The Applicant/Recipient acknowledges the following:

1. That it will abide by the City of Jacksonville specifications for the planting of trees, incidental landscaping and design and installation of irrigation;
2. That the tree planting project ("Project") will be designed by a registered Florida Landscape Architect, Urban Forester, Arborist, landscape designer, or other professional who has at least 5 years of experience in designing and inspecting right-of-way tree planting projects;
3. That it will provide to the City a warranty for and maintain all trees for a period of two (2) years after planting;
4. That the Project shall be secured by a performance and payment bond as required by Sec. 255.05, Florida Statutes, in an amount not less than the total amount of the Project;
5. After the planting is completed, inspected and approved by the City, the Project shall be secured by a performance bond in an amount of 15% of the total cost of the job for two (2) years.
6. Insurance will be provided reasonably commensurate with the hazards and magnitude of the Project. All entities physically participating in the installation or maintenance of the Project shall be required to procure and maintain insurance. (If the Project is being installed and/or maintained exclusively by the City's Countywide Tree Planting and Miscellaneous Landscaping contractor, then no additional insurance will be required of the Applicant.)
7. The Applicant will indemnify and hold harmless the City and any involved independent agency in the performance of the Project.
8. Applicant/Recipient will be paid from the awarded funds on monthly basis according to invoices presented and the percentage complete of each task, such as design, construction, and contract administration.
9. Copies of at least 3 bids and responses from contractors, subcontractors, and major suppliers shall be provided.

10. The City has the right to compare the cost of the 3 bids to the cost proposed by the City's Continuous Tree Contractor, and determine, at its sole discretion, to utilize the City's Continuous Tree Contractor for construction of the project.
11. Trees shall be contained on the Tree Commission's Approved Tree Planting List.
12. Only Florida Fancy or Florida #1 grade specimens shall be planted  
<https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>.
13. As part of the final task, the Applicant shall upload the as-built design in to the Plan-It GEO application/software which may be accessed by: <https://peg-cloud.com/jacksonvilleFL/>.
14. The City must approve the timing and schedule of the planting. Planting might be delayed due to weather conditions.
15. The specifications for the installation are attached as "Specifications for Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program"

**EXHIBIT 1 TO EXHIBIT F**

JACKSONVILLE TREE COMMISSION'S

Level 3

TREE PLANTING PROGRAM

Application

**A. Qualifications:** Applicants must meet the qualifications and attach the required documents as specified in the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program.

**B. General Information:**

1. Legal Name of Organization: \_\_\_\_\_
2. Organization Mailing Address: \_\_\_\_\_
3. Name & Title of Project Director/Administrator: \_\_\_\_\_
4. Contact Phone Number: \_\_\_\_\_
5. Contact Email Address: \_\_\_\_\_
6. Attach Proof of Eligibility as **EXHIBIT A**.
7. Attach Corporate Resolution Certification as **EXHIBIT B**.
8. Has the Applicant received an award or contract for a project from the City in the past? \_\_\_\_\_
  - a. If yes, has the Applicant performed the projects awarded by the City? \_\_\_\_\_
9. Has the Applicant been a past recipient of funds appropriated from the Tree Protection and Related Expenses Trust? \_\_\_\_\_
  - a. If yes, has the applicant submitted all the required documentation now due from the previously funded projects? \_\_\_\_\_

10. Has the Applicant ever been on the Council Auditor's Non-Compliance List? \_\_\_\_\_  
a. If so, please explain: \_\_\_\_\_

11. Project Partner Organizations & Businesses/Other Entities Collaborating: \_\_\_\_\_

12. Location/Address of Planting Project: \_\_\_\_\_

13. Have You Gained Approval From Public Property Owner/Administrator of Planting Site? \_\_\_\_\_

- a. Please identify the department or agency that operates the property: \_\_\_\_\_
- b. Attach Authorization to Plant Trees as **EXHIBIT C**.

14. Have you shared information about the project with the planting project location's City Council representative in writing? \_\_\_\_\_

- a. Please provide copy of correspondence \_\_\_\_\_

15. Proposed Dates of Planting Project (planting is encouraged to take place outside of the summer months, unless there is a watering or irrigation plan): \_\_\_\_\_

16. Anticipated number of volunteers & staff participating in planting project and describe activities: \_\_\_\_\_

17. Project Revenues (Matching): Please list known and anticipated sources of funding for the proposed project from all funding sources. Please include whether the funds are collected or committed: \_\_\_\_\_

### **C. Project Design and Narrative:**

**For a complete outline of the criteria the Tree Commission evaluates, please refer to the Instructions, Section VI. Please make sure, at a minimum, your Project Design and Narrative answers all of the criteria.**

- 1. Provide the number, species, and specific location of the design by:
  - a. Uploading the proposed design to <https://dc-cloud.com/JacksonvilleFL/#home> or through a similar visual design of the project; and
  - b. Attaching as **EXHIBIT D**, a Schematic Planting Plan, as defined in the Instructions and a



Plant Schedule listing the species and size of plant material.

- c. The Tree Commission Approved Tree Planting List can be found here: [\(insert link\)](#)
2. Rationale for Project, including the public benefit: \_\_\_\_\_
3. Total Project Budget in Spreadsheet.
  - a. Provide line item expenses for all aspects of project within the following categories, and attach as **EXHIBIT E**.
    - i. Administrative costs; \_\_\_\_\_
    - ii. Design Consultant fee; \_\_\_\_\_
    - iii. Construction cost; \_\_\_\_\_ and \_\_\_\_\_
    - iv. Irrigation cost. \_\_\_\_\_
  - b. Total amount of award requested: \_\_\_\_\_
  - c. Any other sources of funding (collected or committed): \_\_\_\_\_
4. Rationale For Selecting Winning Contractor, Subcontractor and/or supplier: \_\_\_\_\_
5. Maintenance Analysis.
  - a. Describe impacts from the species being planted on public infrastructure (roads, sidewalks, drainage system) and utility infrastructure (above and below surface), with special attention to proposed species bi-products that require enhanced maintenance (fruiting, roots): \_\_\_\_\_
  - b. Describe any extra maintenance that will be required to retain good appearance of trees based upon the location of such trees (i.e. if fruiting trees will be near pedestrian or vehicular traffic areas): \_\_\_\_\_
  - c. Describe the watering or irrigation plan for the Planting Project: \_\_\_\_\_
6. Operations Analysis.
  - a. Describe the requirements to keep planted trees healthy: \_\_\_\_\_
  - b. Describe irrigation requirements, and if any is required beyond the first year: \_\_\_\_\_
7. Identify the rationale for planting certain trees in certain place, i.e. "the right tree, right place" analysis: \_\_\_\_\_
8. Attach the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit, including the form Grant Agreement, as **EXHIBIT F**.
9. Any other information Applicant deems important to the Application: \_\_\_\_\_

**TREE PLANTING PROGRAM (LEVEL 3)  
GRANT AGREEMENT**

**THIS TREE PLANTING PROGRAM (LEVEL 3) GRANT AGREEMENT** ("**Agreement**") is made and is effective as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), by and among the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**") and \_\_\_\_\_ (the "**Grantee**").

**RECITALS:**

**WHEREAS**, pursuant to \_\_\_\_\_, the Jacksonville Tree Commission ("**Commission**") established the Level 3 Community Organization Tree Planting Grant Program (the "**Program**"), which program provides grant funding to local community and not-for-profit organizations to design, manage and implement tree planting projects on publically owned land within Duval County that will conserve and enhance the City's tree canopy;

**WHEREAS**, the Grantee applied to the Commission to receive grant funding under the Program for the tree planting project more particularly described in Grantee's grant application; and

**WHEREAS**, the Commission has approved Grantee's grant application request and the City Council pursuant to Ordinance \_\_\_\_\_ has agreed to fund Grantee's tree planting project subject to the terms and conditions provided herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

**ARTICLE I**

**Incorporation of Recitals; Definitions**

1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.

1.2 All capitalized terms shall have the meanings given to them in this Agreement, including, but not limited to, the capitalized terms defined below:

"**Application**" shall mean Grantee's application under the Program as approved by the Commission, a copy of which is on file with the Commission.

"**City Tree Planting Standards and Specifications**" shall mean the City tree planting standards and specifications identified in [insert code or manual references].

"**Construction Documents**" shall mean the Design Plans along with any modifications thereto.

“*Design Plans*” shall mean the City approved design plans and drawings for the Project contained on Exhibit C attached hereto.

“*Draw Request Form*” shall mean the draw request form attached hereto as Exhibit G-2.

“*Eligible Grant Expenditures*” shall mean the eligible grant expenditures set forth on Exhibit F.

“*Governmental Approvals*” shall mean all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Project, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters.

“*Grant Documents*” shall mean all documents executed and delivered in connection with this Agreement.

“*Grant*” or “*Grant Funds*” shall mean the City grant pursuant to this Agreement in the amount of \$\_\_\_\_\_.

“*Project Budget*” shall mean the project budget as approved in the Application and as contained on Exhibit D attached hereto.

“*Project Performance Schedule*” shall mean the performance schedule as approved in the Application and as contained on Exhibit E attached hereto.

“*Project Scope*” shall mean the project and scope of work to be performed by Grantee identified in Grantee’s Application and described on Exhibit B attached hereto.

“*Property*” shall mean the property where the Project is located as more particularly described on Exhibit A.

## ARTICLE II Grant

2.1 Grant Funds. Subject to the terms and conditions set forth in this Agreement. City agrees to make the Grant to Grantee and to disburse the Grant to Grantee. Grantee acknowledges and agrees that the Grant shall be disbursed on a reimbursement basis only subject to the Draw requirements in Article VI herein. In no event shall the City be required to advance any or all of the Grant to Grantee. The Grant amount of \$\_\_\_\_\_ shall be the City’s maximum indebtedness to the Grantee under this Agreement. The Grant shall be used by the Grantee to fund the Project.

2.2 Project Scope. The Grantee agrees to perform the Project Scope in accordance with the Design Plans, Project Performance Schedule and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the

proper performance of the Project Scope, then such services, functions and responsibilities shall be deemed implied by and included within the Project Scope.

2.3 Refund and Return of Grant Funds; Reimbursement of Collection Costs.

2.3.1 No Entitlement to Grant Funds. In the event the Grantee receives any portion of the Grant to which it is not entitled as of the date of Draw of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Grantee shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 Misuse of Grant Funds. In the event the Grantee expends any portion of the Grant in a manner inconsistent with the terms of this Agreement, the City Tree Planting Standards and Specifications, or any applicable and governing federal, state or local law, rule regulation or policy, then the Grantee shall immediately refund and return all such funds to the City without demand or further notice.

2.3.3 Reimbursement of Collection Costs. The Grantee shall reimburse the City for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

ARTICLE III

Use of Grant Funds; Other Requirements

3.1 Use of Grant Funds. The Grantee shall expend the Grant Funds solely and exclusively for the Project Scope, which shall be constructed on the Property. The Grantee shall not expend or otherwise use any or all of the Grant Funds for any other purpose without the prior written consent of the City, which consent may be withheld in its sole discretion.

3.2 Compliance with the City Tree Planting Standards and Specifications and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Grantee must comply with the City Tree Planting Standards and Specifications with respect to the performance of the Project Scope. The Design Plans shall be approved by \_\_\_\_\_ prior to the commencement of the Project Scope. The Grantee shall use the Grant Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Grantee acknowledges and agrees that the Grantee has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies.

3.3 Compliance with the Special Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Grantee shall strictly follow and comply with the terms and conditions related to the Eligible Grant Expenditures.

ARTICLE IV

Project Performance Schedule

4.1 The Grantee and the City have jointly established the Project Performance Schedule. The Grantee shall timely perform its obligations set forth on the Project Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

#### ARTICLE V

#### Completion of Project

5.1 Completion of the Project. The Grantee shall complete construction of the Project Scope by no later than \_\_\_\_\_, 20\_\_ (the "*Project Completion Date*"). For purposes of this Agreement, completion of the Project Scope shall be deemed to have occurred only when the following conditions (the "*Project Completion Conditions*") shall have been satisfied:

(a) The Grantee shall furnish to the City certificate of substantial completion from the architect to establish to the City's satisfaction that the Project Scope has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;

(b) The Grantee shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Project Scope;

(c) The Project Scope shall have been finally completed in all respects in accordance with the Design Plans, as verified by a final inspection report satisfactory to the City, certifying that the Project Scope has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Project Scope, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 Change Orders. No material amendment shall be made to the Design Plans or the Construction Documents executed in connection with the Project Scope nor shall any material change orders be made by Grantee thereunder without the prior written consent of the City.

5.3 Subcontractors. The Grantee agrees that it will not engage or continue to employ, or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Grantee shall deliver to the City a fully executed copy of each of the agreements between the Grantee and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Project Scope to be performed thereunder and (b) the contractor or subcontractor is of recognized standing in the trade, has a

reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

5.4 Liens and Lien Waivers. The Grantee shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Grantee receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Draws (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Grantee if, in the opinion of the City, any Draw, real property contemplated by this Agreement or any other collateral for the Grant would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Grantee shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

5.5 Authority of City to Monitor Compliance. During all periods of design and construction of the Project Scope, the Grantee shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the Grantee with the provisions of this Agreement and any Construction Documents. During the period of construction of the Project Scope and with prior notice to the Grantee, representatives of the City shall have the right of access to the Grantee's records and employees, as they relate to the Project Scope, during normal business hours.

5.6 Construction and Operation Management. Except as otherwise expressly provided herein, the Grantee shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project Scope, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Grantee's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) the construction and design of the Project Scope, subject to the express terms and conditions of this Agreement;

(b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Grantee deems appropriate; provided however, that to the extent that the City furnishes to Grantee the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the Grantee has the need to enter into contracts with vendors outside of persons employed by Grantee or companies affiliated with or controlled by the Grantee, then the Grantee agrees to include all such Jacksonville-based vendors in the process established by the Grantee for obtaining bids for any of the Project Scope;

(c) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Grantee; and

(d) the preparation of such budgets, cost estimates, financial projections, statements, information and reports as Grantee deems appropriate.

## ARTICLE VI

### Draws

6.1 Maximum Amount. Provided that the Grantee has performed all obligations of the Grantee then due and subject to compliance by the Grantee with the terms and conditions of this Agreement, the City shall make Draws (each, a "*Draw*" and collectively, the "*Draws*") to Grantee for the Project Scope, up to the maximum amount of the Grant in accordance with the Eligible Grant Expenditures and Approved Draw Schedule attached hereto as Exhibit G-1. Prior to Draw, the Grantee must hold a current occupational license to do business in the City of Jacksonville. However, in no event shall the City be obligated to make Draws of the Grant in excess of 50% of the costs to perform the verified Project Scope cost, or the aggregate direct construction costs actually incurred and paid by the Grantee in connection with the construction of the Project Scope in accordance with the terms of this Agreement.

6.3 Draw Procedures. All Draws shall be made from time to time upon written application of the Grantee pursuant to a Draw Request. The Grantee shall submit Draw Requests to the City in accordance with the Approved Draw Schedule attached hereto as Exhibit G-1, covering work performed since the prior Draw Request. Each Draw Request shall constitute a representation and warranty by the Grantee to the City that (a) the work performed and the materials supplied as of the date thereof are in accordance with the Construction Documents, this Agreement, (b) the work and materials for which payment is requested have been physically incorporated into the Project Scope, (c) the value is as stated, (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction, (e) payment for the items described in such Draw Request has been made by the Grantee, (f) such Draw Request is consistent with this Agreement, and (g) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

6.4 Requests for Draw. For each request for a Draw, the Grantee shall submit to the City a completed written Draw request (each, a "*Draw Request*") on a copy of the Draw Request Form attached hereto as Exhibit G-2. In each Draw Request, the Grantee shall certify and describe in detail reasonably acceptable to the City (a) the cost of the labor that has been performed and the materials that have been incorporated into the Project Scope, (b) the amount actually paid by the Grantee for such labor and materials and (c) the amount that the Grantee is seeking pursuant to the Draw Request. The Grantee shall attach to each Draw Request such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Project Scope.

6.5 Inspection. Upon receiving the Draw Request, the City staff shall determine (a) whether the work completed as of the date of such Draw Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Project Scope to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Grantee shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor Draws or the progress or quality of construction or (z) failure to otherwise properly administer the Grant.

6.6 Conditions to Draws.

6.6.1 General Conditions. The City shall have no obligation to make any Draw (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Draw has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.6.2 Conditions to Initial Draw. The obligation of the City to make the initial Draw is conditioned upon the occurrence of each of the following:

(a) The Grantee shall have provided to the City, in form and substance satisfactory to the City, evidence that the Grantee has applied for and has obtained, or is pursuing and will obtain, all governmental approvals and consents required for the construction of the Project Scope;

(b) The Grantee shall have provided to the City proof of insurance coverage as required in this Agreement;

(c) The Grantee shall have submitted to the City a Draw Request pursuant to Section 6.4 hereof;

(d) The Grantee shall have provided to the City, in form and substance satisfactory to the City, an updated Project Budget showing the amount of money actually spent by the Grantee on particular items and the remaining costs of the Project Scope; and

(e) The Grantee shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require.

6.6.3 Conditions to Final Draw. The obligation of the City to make the Final Draw is conditioned upon the occurrence of the Grantee having completed the Project Completion Conditions set forth in Section 5.1 hereof.

6.7 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the



feasibility or quality of the Construction Documents; (c) the proper application by the Grantee of the Grant Funds; (d) the quality or condition of the Project Scope; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project Scope. The Grantee acknowledges that the Grantee has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

## ARTICLE VII Term and Termination

7.1 Term. This Agreement shall be effective for the period beginning on the Effective Date and shall terminate five (5) years following the date of final inspection and acceptance by the City, unless terminated sooner pursuant to the provisions hereunder (the "*Term*").

### 7.2 Events of Default; Termination.

7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "*Event of Default*" hereunder:

(a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period and pursues such cure to a timely conclusion.

(b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.

(c) Any representation or warranty contained in this Agreement shall be false or misleading in any material respect.

(d) The application by Grantee for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a

petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Grantee under any other agreement or transaction between the Grantee and the City of Jacksonville or the City.

7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Grantee of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Grantee and shall not be deemed to be a waiver of the City's right to notify the Grantee of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

## ARTICLE VIII

### City Tree Planting Standards and Specifications

8.1 Grantee shall adhere to the City Tree Planting Standards and Specifications in the completion of the Project Scope.

## ARTICLE IX

### Financial Reporting; Records

9.1 Financial Statements. Upon execution hereof, Grantee shall provide to the City at least one (1) copy of the Grantee's most recent financial statements, corporate or personal tax returns, as applicable, and such other financial information as requested by the City. In addition, on or before one hundred twenty (120) days following the close of the Grantee's fiscal year in each and every year during the Term of this Agreement, the Grantee shall provide to the City at least one (1) copy of the Grantee's financial statements, corporate or personal tax returns, as applicable, and such other financial information as requested by the City as of the end of and for the previous year. If Grantee fails to properly prepare and complete or timely submit any financial statements or other financial information requested by the City, then the City shall not be obligated to make any further Draw until the same is furnished to the City.

9.2 Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Grantee shall, and the Grantee shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Project Scope throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.

9.3 Prohibited Use. The Grantee shall not use any portion of the Grant Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

## ARTICLE X

### Indemnification: Insurance

10.1 The Grantee shall act as an independent contractor, and not as an employee, agent, partner, joint venturer, representative or associate of the City or City, in operating the aforementioned services set forth in this Agreement. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

10.2 The Grantee, its subsidiaries, and subcontractors of any tier (collectively the "*Indemnifying Parties*") shall hold harmless, indemnify, and defend the City and the City and its current and past officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "*Indemnified Parties*") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out:

(i) any of the Grantee's operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Grantee, its employees, representatives, agents, affiliates or assigns, regardless of where the damage, injury or death occurred;

(ii) any allegation that the Project Scope, any product generated by the Project Scope, or any part of the Project Scope, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, regardless of whether such

injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct. If in any suit or proceeding, the Project Scope, or any product generated by the Project Scope, is held to constitute an infringement and its use is permanently enjoined, the Grantee shall, immediately, make every reasonable effort to secure for the City a license, authorizing the continued use of the Project Scope or product. If the Grantee fails to secure such a license for the City, then the Grantee shall replace the Project Scope or product with a non-infringing Project Scope or product or modify such Project Scope or product in a way satisfactory to the City at no additional cost to the City, so that the Project Scope or product is non-infringing;

(iii) any violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by the Grantee or those under its control;

(iv) any breach of any covenant, obligation, representation or warranty made by the Grantee in this Agreement or in any certificate, document, writing or other instrument delivered by the Grantee pursuant to this Agreement;

(v) any actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Grantee relating to an environmental claim.

(vi) In event that any provision in this section 10.2 shall be deemed to be in violation of Section 725.06 and 725.08, Florida Statutes, such provision shall be modified to be in compliance with Section 725.06 and 725.08, Florida Statutes.

This section shall survive the term of the Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. To the extent an Indemnified Party exercises its rights under this section, the Indemnified Party will (1) provide reasonable notice to the Grantee of the applicable claim or liability, and (2) allow the Grantee to participate in the litigation of such claim or liability (at Grantee's expense) to protect its interests. Each Indemnified Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Indemnified Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

10.3 Without limiting its liability under this Agreement, the Grantee shall procure and maintain at its sole expense, or require its contractors and subcontractors of any tier (collectively,

“Contractors”) to procure and maintain, during the term of this Agreement, the insurance coverage and bond requirements contained on Exhibit H attached hereto.

ARTICLE XI  
Representations and Warranties by Grantee

Without limiting the representations, warranties and covenants of Grantee set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Grantee represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

11.1 The Grantee is a \_\_\_\_\_ corporation duly incorporated and validly existing under the laws of the State of \_\_\_\_\_ and authorized to conduct business and in good standing in the State of \_\_\_\_\_. The Grantee has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder. The individual signing on behalf of the Grantee have full power and authority to do so.

11.2 The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Grantee have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Grantee (as the case may be).

11.3 This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Grantee, enforceable in accordance with their respective terms, assuming execution of the same by the City.

11.4 This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Grantee, any judgment, order, decree, writ or injunction to which the Grantee is bound, or any provision of any applicable law or regulation to which the Grantee is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

11.5 The Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project Scope.

11.6 The Grantee has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

11.7 The Grantee has obtained for the construction of the Project Scope the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

11.8 No notice of taking by eminent domain or condemnation of any part of the Property has been received, and the Grantee has no knowledge that any such proceeding is contemplated with respect to the Project Scope.

**ARTICLE XII**  
Miscellaneous Provisions

12.1 Amendment. This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

12.2 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To City: Public Works Department  
N. 214 Hogan Street, \_\_\_\_\_  
Jacksonville, Florida 32202  
Attention: \_\_\_\_\_

With Copy to: City of Jacksonville  
Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attention: Government Operations Department

To Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

12.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

12.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either

party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

12.5 Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

12.6 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other affect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall deemed to be not a part of this Agreement.

12.7 Independent Contractor. The parties hereto acknowledge and agree that the Grantee shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

12.8 No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

12.9 Venue: Applicable Law. The Grantee acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

12.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the City that Grantee has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Grantee agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Grantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Grantee agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

12.11 Further Assurances. The Grantee shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement and the Security Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents and to identify and subject to the liens of the Security Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Security Documents against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents.

12.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Grantee acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

12.13 Headings. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

12.14 Conflict of Interest. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

12.15 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

12.16 Conformity to Applicable Laws. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement are to be performed by a subcontractor of Grantee, the Grantee shall incorporate the provisions of this section into and shall become a part of the subcontract.

12.17 Ethics. The Grantee represents and warrants to the City that Grantee has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.



12.18 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars (\$25,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

12.19 Assignment. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties. Additionally, the Grantee shall guarantee to the City that in the event the Grantee's recipient homeowner sells, assigns, conveys, or otherwise transfers any interest in the Property at any time, the full amount of the Grant disbursed to Grantee's homeowner recipient shall be due and payable to the City at the time of such transfer.

12.20 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

12.21 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

12.22 Exhibits. The Exhibits attached to this Agreement are all incorporated herein by reference.

**[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_, a \_\_\_\_\_  
corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

In compliance with the Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
Contract Number: \_\_\_\_\_

Account #:  
Sub-Object:  
Amount: \$

**FORM APPROVED:**

By: \_\_\_\_\_  
Office of General Counsel

## **LIST OF EXHIBITS**

<b><u>Exhibit A</u></b>	<b>Property Description</b>
<b><u>Exhibit B</u></b>	<b>Project Scope</b>
<b><u>Exhibit C</u></b>	<b>Design Plans</b>
<b><u>Exhibit D</u></b>	<b>Project Budget</b>
<b><u>Exhibit E</u></b>	<b>Project Performance Schedule</b>
<b><u>Exhibit F</u></b>	<b>Eligible Grant Expenditures</b>
<b><u>Exhibit G-1</u></b>	<b>Approved Draw Schedule</b>
<b><u>Exhibit G-2</u></b>	<b>Draw Request Form</b>
<b><u>Exhibit H</u></b>	<b>Insurance and Bond Requirements</b>

**EXHIBIT A**

**Property Description**

DRAFT

**EXHIBIT B**

**Project Scope**



**EXHIBIT C**

**Design Plans**

DRAFT

**EXHIBIT D**

**Project Budget**



**EXHIBIT E**

**Project Performance Schedule**


DRAFT



## **EXHIBIT F**

### **Eligible Grant Expenditures**

**The following is a list of the eligible and ineligible grant expenditures for the Program:**

- Eligible grant expenditures include:
  -
  
- Prohibited grant expenditures include:
  -

DRAFT

**EXHIBIT G-1**

**Approved Draw Schedule**  
(Based on percentage of Project completed)

DRAFT

**EXHIBIT G-2**

**Draw Request Form**

**REQUEST FOR REIMBURSEMENT FORM**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_

Request/Draw Number: \_\_\_\_\_  
Document Number: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_

1. Amount of this request: \$ \_\_\_\_\_
2. Grant funds received to date: \$ \_\_\_\_\_
3. Grant funds disbursed to date: \$ \_\_\_\_\_
4. Grant funds previously requested but not yet received: \$ \_\_\_\_\_

**Draws will be provided based on 100% completion of the Total Project Cost. Once the project is 100% complete, a final inspection by the City must be performed.**

**GRANTEE PAYMENT REQUEST**

Property Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment # \_\_\_\_\_ = 100 % Complete  
Total Project Cost: \$ \_\_\_\_\_  
Amount Requested in this Draw: \$ \_\_\_\_\_

Grantee: \_\_\_\_\_

Including this Draw  
Total Draws To Date: \$ \_\_\_\_\_

Grantee: I hereby request an inspection to receive Payment # \_\_\_\_\_ for the amount of \$ \_\_\_\_\_. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.

Attached is a description of the work completed, the amount of payment requested by work item and such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Project.

Grantee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT H**  
**Insurance and Bond Requirements**

**[To be determined by Risk Management Division]**

DRAFT

Tree removal without a permit

656.1208

- 1. For clearing - Twice the permit fee
  - a. Less than 1/2 acre = \$100.00
  - b. 1/2 acre to 1 acre = \$150.00
  - c. More than 1 acre = \$150.00 + \$25.00 for each additional acre or fraction thereof
- 2. For private protected tree each tree = \$75.00
- 3. Mitigation payment for protected trees
  - a. \$148.00 per caliper inch per Ordinance Code
  - b. \$73.00 per caliper inch per Charter

Comment [A1]: Does not include "public" protected tree

Sec. 656.1208. - Enforcement; violations and penalties; stopping work, correction of violation.

- (a) *Notice of violations.* Whenever the Chief has evidence that a violation of any provision of this Subpart has been or is being committed, he shall issue a written Notice of Violation or order upon the person or persons responsible for the violation, which may include, but not be limited to, the property owner, permit holder, and contractor (if known and if different person(s) or entities) by personal service or certified mail or, if these forms of service are ineffective, by posting a copy in a conspicuous place on the premises where the violation has occurred or is occurring. The notice shall briefly set forth the general nature of the violation and specify the manner and that the violation shall be corrected within 90 days from the date of the Notice of Violation, which may be extended by the Chief for good cause.
- (b) *Stopping work.* Whenever, in the opinion of the Chief, by reason of a violation of any provision of this Subpart, the continuance of work is contrary to the public welfare, he shall order, in writing, all further work to be stopped and may require suspension of all work until the violation is corrected.
- (c) *Correction of violation.* A violation of this Subpart shall be corrected as follows:
  - (1) When there is work done without a permit, the property owner shall pay the permit fee due the City for the work, which permit fee shall be twice the amount of the regular permit fee specified in Section 320.409(a)(15) which would have been due had the permit been obtained prior to commencing work, and by replacin Attachment I removed without a permit with new planted trees, unprotected trees Attachment I The total caliper inches of the replacement trees shall equal twice the amount of total caliper inches required to be planted, pursuant to Section 656.1206(h). Th Attachment I I also submit a tree replanting plan showing how the damage caused to the site by the violation will be mitigated shall be subject to the review and approval of the Chief and the trees installed within the time limit stated on the permit. Replacement trees shall meet the requirements of Section 656.1206, except that the minimum caliper of all replacement trees shall be four inches, and the plan shall meet the requirements of Section 656.1217, to the extent applicable; or
  - (2) When there is no permit, the violator shall pay the permit fee due the City for the work, which permit fee shall be twice the amount of the regular permit fee specified in Section 320.408(a)(15), which would have been due had the permit been obtained prior to commencing work, and by making a contribution to the Tree Protection and Related Expenses Trust Fund to

Comment [A2]: Should be "(g)"

compensate for each replacement tree which is not planted. The amount of such contribution shall be twice the required amount, pursuant to the formula described in Section 656.1206(h)(14). For each subsequent violation by the property owner, the amount of such contribution shall be triple the required amount, pursuant to the formula described in Section 656.1206(h)(14).

Comment [A3]: This should be "(g)"

Comment [A4]: Limited to property owner

- (3) When there has been a permit issued for the proposed work, any property owner who removes more caliper inches than the number of caliper inches approved in their permit as identified in the final landscape inspection is required to pay triple the required amount for those caliper inches that were not permitted pursuant to the formula described in Section 656.1206(h)(14).
- (4) If the site has been cleared and the trees have been removed from the site so that the Chief is unable to determine with reasonable certainty the number of protected trees removed in violation of this Subpart, the violation shall be corrected by making a contribution to the Tree Protection and Related Expenses Trust Fund equal to \$50,000 per acre, or fraction thereof per each acre, of land cleared, which fine shall be assessed by the Chief. In the event the Chief assesses such a fine, the Chief shall provide the following information in the Notice of Violation, pursuant to subsection (a), to the property owner: the amount of acres presumed to be impacted by the site clearing without a permit, the total fine assessed, and any other information or documents the Chief relied upon to calculate the fine ("preliminary assessment of fine"). The property owner shall have the ability to appeal the preliminary assessment of fine as follows:
  - (i) The property owner has the burden of proving the preliminary assessment of fine should be reduced. The property owner shall have 30 days from the receipt of the Notice of Violation to dispute the assessment. The notice of dispute shall be in writing and sent to the Chief via electronic mail and by either hand delivery or certified mail, and contain the following information (if applicable): evidence of the species of trees removed, the total caliper inches removed, the application of any exception or exemption to the trees removed as provided for in this Part, and any other relevant information used to dispute the preliminary assessment of fine. All evidence relied upon to support the dispute, including expert analysis and geographical data, shall also be provided in the notice of dispute.
  - (ii) The Chief shall have 30 days to respond to the notice of dispute. The response shall be in writing and shall be sent to the property owner, or his agent, via electronic mail and either hand delivery or certified mail, and shall provide the Final Assessment of Fine based on one of the following determinations: (1) the Chief rejects the basis for the notice of dispute and applies the preliminary assessment of fine as the Final Assessment of Fine; or (2) the Chief accepts all or a portion of the notice of dispute and adjusts the preliminary assessment of the fine, an explanation of the adjustment shall be provided. When the Chief accepts all or a portion of the notice of dispute, the minimum contribution shall be \$5000 for each acre plus twice the contribution amount required for those caliper inches that were removed pursuant to the formula described in Section 656.1206(h)(14).
  - (iii) The property owner may appeal the Final Assessment of Fine to the Planning Commission pursuant to the provisions of Section 656.135. For the purposes of this subsection, the use of the term "Director" shall mean "Chief" and "written interpretation" shall mean "Final Assessment of Fine" as such terms are used in Section 656.135.
  - (iv) In the event the property owner does not dispute the preliminary assessment of fine within the 30 days as provided for in subparagraph (i), the preliminary assessment of fine shall be the Final Assessment of Fine and shall be deemed the final action of the city and shall be subjected to no further appeal.
- (5) In the event the contractor responsible for the site clearing in violation of this subpart is different than the property owner, in addition to the penalties listed in subparagraphs (2) and (3), above, the contractor shall also be subject to a civil penalty of \$1,000.00 for the first violation, \$2,000.00 for the second violation, and \$3,000.00 for every subsequent violation. Each parcel where the contractor conducts site clearing work without a permit shall be considered a separate violation.

- (6) The contribution assessed under this subsection shall be payable to the Tax Collector within seven days after the non-appealable Final Order is issued. All amounts received by the City pursuant to this subsection shall be deposited into the Tree Protection and Related Expenses Trust Fund established under Section 111.760, except that the Building and Inspection Division shall receive up to \$1,000 per acre for the enforcement of this subsection. No work shall continue on the site until the tree replanting plan has been approved or the contribution or fine has been collected.
- (d) *Appeals.* A person aggrieved by an administrative order, determination or decision of the Chief may appeal the order, determination or decision to the Planning Commission pursuant to the provisions of Section 656.135.
- (e) *Violation and penalties.* A person who violates any provision of this Subpart, and fails to correct the violation as provided herein shall, upon conviction thereof, be guilty of a class D offense and punished accordingly. A separate offense shall be deemed to have been committed for each tree removed, damaged or destroyed contrary to the provisions of this Subpart.
- (f) *Judicial remedy.* In addition to other remedies and notwithstanding the existence of an adequate remedy at law, the City of Jacksonville may seek injunctive relief in the Circuit Court to enforce the provisions of this Subpart. The City shall be entitled to reasonable attorney's fees and costs, including appellate fees and costs in an action where the City is successful in obtaining affirmative relief.

(Ord. 91-59-148, § 1; Ord. 93-718-395, § 1; Ord. 2006-422-E, § 124; Ord. [2017-396-E](#), § 1)

**656.1206(g)(14)**

If the applicant demonstrates to the satisfaction of the Chief that the site cannot accommodate the total number of required replacement trees as a result of insufficient planting area, the applicant shall provide a monetary contribution to the Tree Protection and Related Expenses Trust Fund. The amount of such contribution shall be determined as follows: For every two caliper inches, or fraction thereof, of replacement trees which would otherwise be required, the contribution shall be equal to the retail value of a planted two-inch caliper nursery grown shade tree. The retail value shall be calculated by taking the average of the median current wholesale price, published by North Florida nurseries, for a container grown, and a balled and burlapped two-inch caliper live oak, multiplied by two. The retail value shall be recalculated and adjusted annually on October first.

GC-#1258105-v1-Tree\_removal\_w\_out\_a\_permit\_-\_penalties.doc

# Plan It Geo

## Management/Irrigation Module

John Henry November Esq.  
Public Trust  
1-10-19





# Plan It Geo Tree Plotter Work History Module

- No extra cost (option already added)
- A separate tab in tree details section at the top
- Capacity to add work items to the tree in top section
- List of work performed on the tree in bottom section
- Unique "Irrigation Specialist" login option now available
- Multiple options beyond irrigation (mulch, prune etc.)

Tree Details - 3

Delete Close

\*All changes are saved automatically

Tree Location Management Risk Assessment Work History

Add

Select the work done to this tree, the date, and click "Submit". Work history records can be updated for multiple trees in the Mass Update Tool (in Tools -> My Data) and searched for later in the Advanced Filter. To enter work done on different dates, click "Add" and check the appropriate boxes.

Mulch  
 Prune  
 Remove  
 Remove Hardware  
 Repair Hardscape  
 Treat Pests/Disease

Work History

Date 01/09/2018 Clear

Optional

Notes

Submit

Here is the work you've done to this tree:

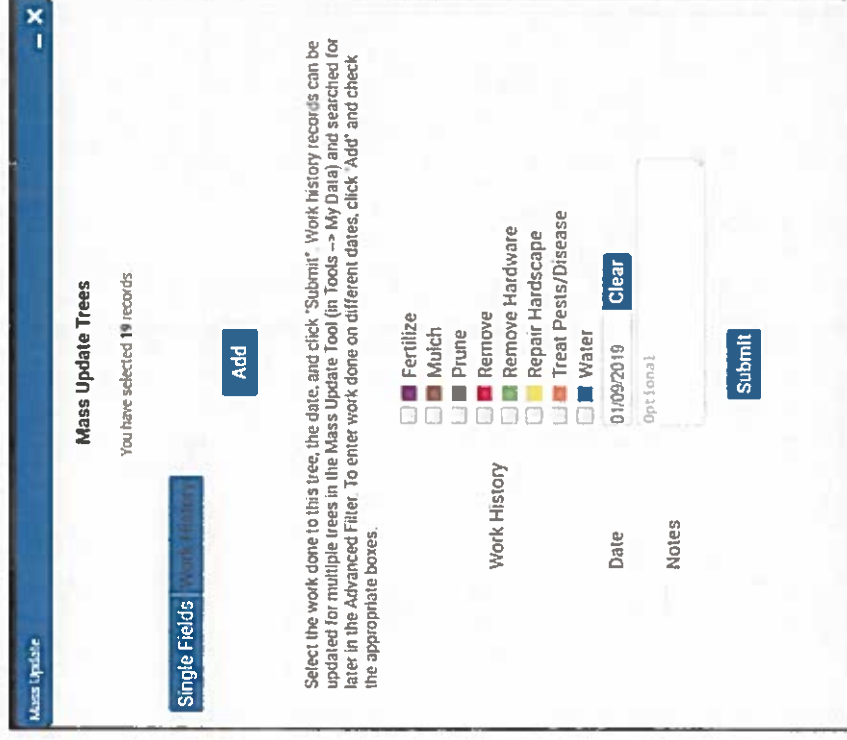
Apply Advanced Filter to this Table

Date	Primary ID	Tree ID	Activity	User	Notes
09/17/2018	3	<input type="checkbox"/>	Prune	user1	

# Mass Updates On A Project Basis- Steps Below

Steps for adding a "Water" work history item to all trees in a project:

- 1. Log in to Tree Plotter
- 2. Click the project dot that you are working on and select Load Trees
- 3. Navigate to Tools->My Data->Mass Updater
- 4. Select Layer: Trees and click Open
- 5. Select the Work History tab, select the water checkbox, add any notes, and click submit
- 6. You will be warned that you are about to update multiple trees, so verify that the number of trees you are updating matches the number of trees in the project.



**Mass Update Trees**  
You have selected 19 records

**Add**

**Single Fields** | **Work History**

Select the work done to this tree, the date, and click "Submit". Work history records can be updated for multiple trees in the Mass Update Tool (in Tools --> My Data) and searched for later in the Advanced Filter. To enter work done on different dates, click "Add" and check the appropriate boxes.

**Work History**

- Fertilize
- Mulch
- Prune
- Remove
- Remove Hardware
- Repair Hardscape
- Treat Pests/Disease
- Water

**Date** 01/09/2019 **Clear**

**Notes** Optional

**Submit**

# Customer Service Available to Train and Assist

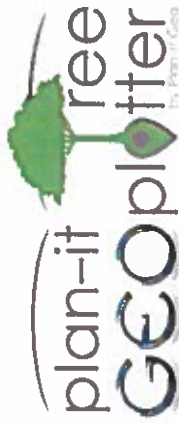
---

## Charlie Flesche



Software Support Specialist  
Colorado

**Support:** 833.873.3627  
**Office:** 303.214.5067



Email : [charliflesche@planitgeo.com](mailto:charliflesche@planitgeo.com)

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# City of Jacksonville Tree Commission (2019)

Attachment K

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7
8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14
15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23	15	16	17	18	19	20	21
22	23	24	25	26	27	28	27	28	29	30	31			24	25	26	27	28	29	30	22	23	24	25	26	27	28
29	30																		29	30	31						



# Enhancement a Variety of Natural Communities

- Mesic Flatwoods Community
- Scrubby Flatwoods Community
- Hydric Pine Flatwoods Community
- Wetlands any Cypress Domes

## Three Main Ecologic Benefits:

**Wildlife species:** Communities provide habitat for many species found nowhere else.

**Biodiversity:** A longleaf pine stand is among the most biologically diverse habitats in North America.

**Carbon Sink:** Longleaf pine is a long-lived species that results in ability to tie up stored carbon for longer periods of time.



# Proposed Collaboration Between Public Trust and ESI

---

- Assessment & Design
- Coordination with City Staff
- Timbering/Site Prep
- Bidding Out Planting Materials
- Uneven Tree Stand
- Irrigation Plan
- Long-Term Monitoring
- Adaptive Management
- Estimated Project Size: 220 Acres  
( \$1000 Timber Revenue, \$500 Site Prep)
- Planting Costs Per Acre- \$2000 to \$5000  
(Mesic Flatwoods- 175 Longleafs per acre)







INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
<b>Subfund 15F Revenue</b>							
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	29,476,043	42,488,538		13,012,495		13,012,495
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	7,923,308	8,771,760		848,452		848,452
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	-	8,580		8,580		8,580
TRIN15FFR31R	TRF TO 15F TREE PROTECTION FR 31F	392	392		-		-
	CONVERSION AND NONCASH REVENUE ENTRIES		338,836		338,836		338,836
<b>Total Subfund 15F Revenue</b>		<b>37,399,744</b>	<b>51,608,106</b>	<b>-</b>	<b>14,208,363</b>		<b>14,208,363</b>
<b>* Subfund 15F Expenditures</b>							
PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING	587,850	581,856	5,995	-	-	-
PWOD15FNMS	NORTH MAIN STREET LANDSCAPING	62,057	50,321	11,736	-	-	-
PWOD15FBDas	BROWN'S DUMP ASH SITE TREE/PLANTING	364,730	342,361	22,370	-	-	-
PWOD15FFCAs	5TH & CLEVELAND ASH SITE TREE/PLANTING	494,215	376,792	117,423	-	-	-
PWOD15FDcS	DUVAL COUNTY SCHOOL BOARD PROPERTY	125,000	32,757	-	92,244	-	92,244
PWOD15FDTP	DOWNTOWN TREE PLANTING	38,822	32,568	6,254	-	-	-
PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT	1,824,408	689,345	1,135,063	-	-	-
PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING	100,000	78,790	1,924	19,286	-	19,286
PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY	4,979,980	4,619,561	29,663	330,756	-	330,756
PWML15F	TREE MAINTENANCE	2,149,689	1,943,451	158,451	47,787	-	47,787
PWOD15FATPP	AVONDALE TREE PLANTING PLAN	31,233	24,986	6,247	-	-	-
PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK	85,366	59,051	26,315	-	-	-
PWOD15FHAMM	HAMMOND BLVD PROJECT	175,761	-	-	175,761	-	175,761
PWOD15FVPP	COUNTY-WIDE TREE PROG-PRESERVATION PARKS	1,000,000	485,146	-	514,854	-	514,854
PWOD15FVAP	COUNTY-WIDE TREE PROG-ACTIVE PARKS	1,151,965	619,420	-	532,545	-	532,545
PWOD15FOSABP	OLD ST.AUG AT BARTRAM PARK	18,364	14,691	3,673	-	-	-
PWOD15FLAVC	LENOX AVE.PLANTING VERNA TO CASSAT	26,436	21,149	5,287	-	-	-
PWOD15FPRBB	PATTON RD AND BEACH BLVD TREE PLANTING	32,203	-	32,203	0	-	0
PWML15F63OCT	630-CITY TREE PLANTING PROG	200,000	-	-	200,000	-	200,000
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	3,548,513	2,097,444	-	1,451,069	1,449,105	1,964
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	2,000,635	-	-	2,000,635	2,000,635	-
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	1,865,741	-	-	1,865,741	1,865,741	0
<b>Subfund 15F Expenditures</b>		<b>20,862,967</b>	<b>12,069,687</b>	<b>1,562,603</b>	<b>7,230,678</b>	<b>5,315,481</b>	<b>1,915,197</b>
* Includes accounts with encumbrances and budget balances							
Unencumbered Budget Balance							
Revenues						14,208,363	
Expenditures						7,230,678	
Unencumbered Balance net of Reserves						(1,915,197)	
<b>Subfund 15F Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>						<b>19,523,844</b>	

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
<b>Subfund 15N Revenue</b>							
PWOD15NTM	TREE MITIGATION & RELATED EXPENSES	242,934	4,671,429	-	4,428,495	-	-
	<b>Total Subfund 15N Revenue</b>	<b>242,934</b>	<b>4,671,429</b>	<b>-</b>	<b>4,428,495</b>	<b>-</b>	<b>-</b>
*	<b>Total Subfund 15N Revenue</b>	<b>242,934</b>	<b>4,671,429</b>	<b>-</b>	<b>4,428,495</b>		<b>4,428,495</b>
<b>*Subfund 15N Expenditures</b>							
PWOD15NHR	HARTS ROAD TREE PLANTING	7,548	1,294	6,253	-	-	-
JXF15N	TREE MITIGATION & RELATED EXPENSE	1	-	-	1	1	-
PWOD15FPRBB	PATTON RD AND BEACH BVL D TREE PLANTING	62,080	-	62,080	-	-	-
	<b>Subfund 15N Expenditures</b>	<b>69,629</b>	<b>1,294</b>	<b>68,333</b>	<b>1</b>	<b>1</b>	<b>-</b>
* Includes accounts with encumbrances and budget balances							
<b>Subfund 15N Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>4,428,496</b>
<b>Better Jacksonville Plan</b>							
PWCP351MIT	TREE MITIGATION PROJECT	1,717,826	-	-	1,717,826	-	1,717,826
<b>Better Jacksonville Plan (for Tree Mitigation) Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>1,717,826</b>
<b>Total 15F and 15N Funds</b>							<b>23,952,340</b>
<b>Better Jacksonville Plan - TREE MITIGATION PROJECT</b>							<b>1,717,826</b>
<b>Grand Total 01/08/2019</b>							<b>25,670,166</b>
<b>Grand Total 12/10/18</b>							<b>25,819,315</b>
Difference							(149,149)

1/8/18

FISCAL_YR	DOC_NO	C_SUF	UND	VENDOR_NO	NDOR_SUF	VENDOR_NAME	Amount	INDEX_CODE	Index Code Title
2018	CTPW07000014	01	15F	591319010	01	JACKSONVILLE ZOOLOGICAL SOCIETY	1,135,063.14	PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT
2018	PO3019740001	04	15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	29,663.46	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2018	PO3019740003	02	15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	5,994.50	PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING
2018	PO3019740004	02	15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	22,369.50	PWOD15FBDas	BROWN'S DUMP ASH SITE TREE/PLANTING
2018	PO3019740005	02	15F	340176110	07	THE DAVEY TREE EXPERT COMPANY	117,423.00	PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING
2018	PO7A02942006	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	11,735.94	PWOD15FNMS	NORTH MAIN STREET LANDSCAPING
2018	PO7A02942008	02	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	519.50	PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING
2018	PO7A02942010	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	538.20	PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING
2018	PO7A02942015	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	865.96	PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING
2018	PO7A02942017	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	6,254.01	PWOD15FDTP	DOWNTOWN TREE PLANTING
2018	PO7A02942018	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	3,672.84	PWOD15FOSABP	OLD ST.AUG AT BARTRAM PARK
2018	PO7A02942019	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	26,315.09	PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK
2018	PO7A02942021	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	6,246.52	PWOD15FATPP	AVONDALE TREE PLANTING PLAN
2018	PO7A02942023	01	15F	340176110	06	THE DAVEY TREE EXPERT COMPANY	5,287.17	PWOD15FLAVC	LENOX AVE.PLANTING VERNA TO CASSAT
2018	PO7A02942025	01	15N	340176110	11	THE DAVEY TREE EXPERT COMPANY	6,253.17	PWOD15NHR	HARTS ROAD TREE PLANTING
2018	PO7A02942026	01	15F	340176110	11	THE DAVEY TREE EXPERT COMPANY	32,202.87	PWOD15FPRBB	PATTON RD AND BEACH BLVD TREE PLANTING
2018	PO7A02942026	02	15N	340176110	11	THE DAVEY TREE EXPERT COMPANY	62,080.49	PWOD15NPRBB	PATTON RD AND BEACH BLVD TREE PLANTING
2019	PO8A01798017	01	15F	161004851	05	LEWIS TREE SERVICE, INC.	158,451.07	PWML15F	TREE MAINTENANCE


**1,630,936.43**

Browser window showing the URL <https://jaxtreemitigation.coj.net/>. The page title is "Home - Tree Mitigation Ap...".

Navigation menu: Home, Tree Mitigation, Tree Commission, About. User status: Welcome Guest (Visitor) | Log In


### TREE MITIGATION CITY OF JACKSONVILLE

#### TREE REMOVAL PERMIT INFORMATION




[Click here to search detailed information on Site Clearing and Tree Removal Permits. In reviewing tree removal information on a specific permit, for "B" permits click on the 'Spec 2' tab; for "L" permits click on the Tree Mitigation tab.](#)

#### TREE FUND CITY PLANTING PROJECTS




[Click here to search detailed information about City Tree Fund Planting Projects.](#)

#### AVAILABLE FOR APPROPRIATION



15F (Ordinance):	\$19,523,843.65
15N (Charter):	\$4,428,496.22
Better Jacksonville Plan - Tree Mitigation Project:	\$1,717,826.00
<b>Total:</b>	<b>\$25,670,165.87</b>

#### FILE AN ISSUE



[Click here to report site clearing or tree removal without a permit, or to request tree maintenance on public property. In the CARE System, select "Tree Remove or Landscape Violation" from the dropdown.](#)

*Disclaimer: The AVAILABLE FOR APPROPRIATION information shown on this page is updated nightly from the City's financial records, but does not include any pending appropriations, or other financial transactions of the funds which have not been completed.*

If you experience difficulty viewing or accessing the documents provided on this site, or navigating this application's table features, using any assistive technology please contact the Disabled Services Division at 904-630-4940 or 904-630-4933 (TTY) to request an accommodation.

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100%

01/08/18

	FY2018	FY2018	FY2018	FY2018	FY2018	FY2018	FY2018	FY2018	FY 2019	FY 2019	FY 2019	FY 2019
<u>FY 2018 Revenues by month</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>
34375 TREE MITIGATION FUNDS - ARTICLE 25	17,931	44,254	67,398	63,240	28,520	15,035	78,707	34,100	48,100	112,999	96,792	-
361101 INVESTMENT POOL EARNINGS	29,022	16,588	29,738	33,435	19,610	40,772	40,877	45,812	-	27,825	31,552	-
36602 CONTRIBUTIONS FROM PRIVATE SOURCES	461,900	115,320	221,340	184,915	198,555	31,240	52,700	(120,465)	215,352	794,660	181,300	-
<b>(15F) TREE PROTECTION &amp; RELATED EXPENDITURES</b>	<b>508,853</b>	<b>176,162</b>	<b>318,476</b>	<b>281,590</b>	<b>246,685</b>	<b>87,047</b>	<b>172,284</b>	<b>(40,553)</b>	<b>263,452</b>	<b>935,484</b>	<b>309,644</b>	<b>-</b>
34375 TREE MITIGATION FUNDS - ARTICLE 25	26,115	29,635	158,550	42,000	125,245	15,620	103,331	23,325	52,875	152,212	45,675	-
361101 INVESTMENT POOL EARNINGS	5,137	2,928	5,203	5,982	3,539	7,409	7,695	8,828	-	5,404	6,137	-
<b>( 15N) TREE MITIGATION &amp; RELATED EXPENSE</b>	<b>31,252</b>	<b>32,563</b>	<b>163,753</b>	<b>47,982</b>	<b>128,784</b>	<b>23,029</b>	<b>111,026</b>	<b>32,153</b>	<b>52,875</b>	<b>158,591</b>	<b>51,812</b>	<b>-</b>
	<b>540,106</b>	<b>208,725</b>	<b>482,229</b>	<b>329,572</b>	<b>375,468</b>	<b>110,076</b>	<b>283,310</b>	<b>(8,400)</b>	<b>316,327</b>	<b>1,094,075</b>	<b>361,456</b>	<b>-</b>