

Jacksonville Tree Commission

Thursday, January 24, 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
Mike 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 January 10, 2019 meeting
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 Legislation
2. Community Tree Planting Program Level 3 Instructions – Susan Grandin
3. Community Tree Planting Program level 3 Grant Agreement – Lawsikia Hodges
4. Penalties for cutting down trees with no permit – Susan Grandin & M. Robinson
5. Plan-it GEO Watering Tracking Module Evaluation – Dave McDaniel

C. Public Comment

D. Adjournment – the next meeting is scheduled for February 14, 2019.

Jacksonville Tree Commission
Meeting Minutes January 24, 2019
Approved February 14, 2019

Commissioners Present:	John Crescimbeni, Chair John Pappas Rhodes Robinson Chris Flagg Aaron Glick Mike Robinson	Staff:	Cindy Chism
Advisors:	Susan Grandin, OGC Kathleen McGovern, City Arborist Joel Provenza, Accounting Richard Leon, Urban Forest Manager	Public:	Tracey Arpen, City Beautiful Jax John November, Public Trust Anna Dooley, Greenscape Nancy Powell, RAP Leslie Pierpont, Late Bloomers Dave McDaniel, Public Works Lawsikia Hodges, OGC Kevin Kuzel, ECA District 4 Dalton Smith, Urban Forester

- A. Meeting was called to Order by Chair at 12:02 PM.
1. All present introduced themselves for the record.
 2. Submittal of Speaker's Cards.
 3. Motion made by Mr. R. Robinson, seconded by Mr. Flagg, for approval of minutes from January 10, 2019 meeting. None opposed.
 4. Fund balance and encumbrance report for 15(F), 15(N) and BJP (Attachment A) – Joel Provenza.
 - a. CM Crescimbeni told the Commissioners to expect a \$1.3 million contribution from JEA to the Tree Fund for mitigation during the installation of a high-volume transmission line from the Bayard area to Racetrack Road.
 5. Status of Pending Tree Projects (Attachment B) – Kathleen McGovern.
 - a. A non-mandatory, pre-bid meeting had good turnout (approximately seven contractors) for the Mandarin and Springfield Projects. The bids open on February 6th. The RAP re-leaf is in legislation.
 6. Status of Countywide Tree Planting Contract – Dave McDaniel
 - a. The RFP is at the Procurement Division and will be advertised no later than January 30th. The bid will be open and available for pick up for 30 days after the opening on January 30th. CM Crescimbeni asked if anyone follows up with the contractors that pick up a bid but do not submit one. Mr. McDaniel said he believes the Procurement Division follows up. **CM Crescimbeni said he would contact Greg Pease, the Procurement Division Chief, and ask about follow-up or surveys.**
 - b. Mr. R. Robinson asked if the bid was selected by lowest bid, qualifications, or a combination of both. Mr. McDaniel said there are minimum qualifications in the bid package that must be met. If they do not meet those requirements they could be disqualified, no matter how low their bid is.
- B. **New Business**
1. Community Tree Planting Program Level 2 legislation – Susan Grandin. Deferred until next meeting.

2. Community Tree Planting Program Level 3 instructions (Attachment C) and application (Attachment D) – Susan Grandin
 - a. The items that were added were further items for Exhibit D: scope of work and performance schedule.
 - b. CM Crescimbeni asked for scope of work to be defined or examples given. Ms. MsGovern suggested some of the examples could be a summary of the installation, maintenance, or soil removal. **Ms. Grandin will add a description or examples and circulate the update.**
3. Community Tree Planting Program Level 3 grant agreement (Attachment E) – Lawsikia Hodges
 - a. The word ‘grant’ has been stricken as there will be payments made to the signatory.
 - b. Article I –Definitions – the City Tree Planting standards and specifications has been defined as the landscape specifications and planning details which will be attached to the agreement. Also, ‘eligible grant expenditures’ has been deleted.
 - d. The first paragraph for Article IX, Financial Reporting, has been removed. This requirement is associated with City grants.
 - e. The list of exhibits has been updated to match the application.
 - f. Exhibit G-2 – Draw Request form will be completed by the recipient and turned into the contract administrator: the City arborist. Article XII explains this and will be added to the form.
 - g. Mr. Flagg asked about the second bullet on exhibit E, regarding who is authorized to design a tree planting project. Specifically, landscape architects are licensed, which means a greater liability responsibility whereas the rest listed are not. Mr. M. Robinson added that urban foresters are not licensed by the State; arborists are certified and that requirement should be added. **Ms. Grandin or Ms. Hodges will restructure the sentence to read ‘be designed by a qualified professional such as’, remove ‘registered’ from before ‘landscape architect’, add ‘certified’ before ‘arborist’ and replace ‘right-of-way’ with ‘public’. Also to be added to Article III, 3.2 “All projects will be reviewed by a City landscape architect.” Third and fourth bullets need to be changed to “a period of up to two years.”**
 - h. Ms. Dooley asked about the sixth bullet point regarding the requirement to request three bids. CM Crescimbeni pointed out that if you do not want to get the three bids, you may use the City contractor. Mr. November added that he thought the requirement was to show three bids had been requested, not necessarily received. Ms. Hodges pointed out that, from a Procurement prospective, bids must be received and not just requested. Ms. Dooley added that there is no guarantee they will get three bids back. Mr. R. Robinson added that he has never had to get bids from subcontractors. **Ms. Hodges suggested “major suppliers” be stricken. CM Crescimbeni suggested the bullet be rewritten to clarify that three bids must be requested. However, if only one response is returned with two no bid responses, this requirement has been satisfied.**
 - i. Mr. November requested that the Tree Commission’s ability to waive the restriction to plant trees only listed on the Approved Tree Planting List be added to bullet seven of exhibit E, as well as waiving the requirement to only plant Florida Fancy or Florida #1 trees. The request for a waiver should be made prior to the submission of the application. **Ms. Hodges will add “or as previously approved by the Commission” to bullets seven and eight. Ms. Grandin will add language to the instructions for the applicant to come before the Tree Commission Staff prior to the submission of the application to discuss their conceptual and preliminary ideas (Section IV, E), especially if they are requesting any type of waiver.**
 - j. Mr. November questioned the approved draw schedule. This is an agreement between the City and the contractor. The only thing definite is the initial draw and the final draw. What about in between? Ms. Hodges envisioned the draw schedule would have some milestones, which may differ from project to

project. CM Crescimbeni pointed out that this needs to be flexible and as the City is paying reimbursement, there is no risk. The draw schedule will be determined by the contract administrator.

- k. Application, item C.4. Mr. November questioned the rationale for selecting the winning contractor, subcontractor and/or supplier. Those won't be selected until after the application has been approved. **Ms. Grandin will strike this item and re-number.**

- l. Mr. R. Robinson put forth a motion to approve the Level 3 application, instructions and agreement to include the discussed changes. Mr. Flagg seconded the motion, which passed unanimously.

4. Penalties for cutting down trees with no permit and incorrect pruning (Attachment F) – Susan Grandin & M. Robinson

- a. Mr. M. Robinson said there have been two meetings regarding these issues. This process is ongoing. **CM Crescimbeni requested the Commissioner's read Attachment F and bring any questions or comments to the next meeting.**

5. Plan-it GEO Watering Tracking Module Evaluation – Dave McDaniel

- a. Mr. McDaniel, Mr. Leon and Ms. McGovern reviewed the module. They concluded that it is very easy to use, however it would be more of an in-house function rather than allowing Level 3 groups to input their project's watering schedules.
- b. One possibility that has been discussed is the Mowing and Landscape Division purchasing a watering truck with tree funds. The question is always raised: How do we know the truck will only be used to water trees that have been purchased by the Tree Fund? Mr. Leon pointed out that 25% of the Mowing and Landscape Division's budget comes from 15F, earmarked for maintenance of trees on the right-of-way, not just trees that were planted using tree funds. Purchasing a watering truck (using tree funds) would solve many of these issues.
- c. Ms. McGovern agreed; she could be successful tracking the delivery of water from the water truck using this module.
- d. **CM Crescimbeni asked Ms. Grandin to determine if using 15F funds to purchase, operate, and maintain a water truck/trailer would be allowed.**

C. Public Comment

John November – 1) The City Council will need some education on the Tree Commission's community planting program. 2) The first application cycle is currently listed as May 1st and perhaps the Tree Commission should open the program on March 1st or April 1st. Now that the application is complete, they need to begin the outreach process to get the word out so they have a diverse set of applicants for both the Level 2 and Level 3 applications. 3) If Ms. Grandin could define more specifically what "incidental landscaping" means, that would provide some guidance to contractors.

Tracey Arpen – The Riverplace road diet project has planted lovely Live Oaks in a four foot round planting hole surrounded by impervious concrete. Is it too late to request a change order to put in an eight-foot, square hole so the Live Oaks will have a chance to thrive? **Mr. Pappas said he would look at the design to see if there is anything that can be adjusted.** Mr. Flagg added that he understands it is very difficult to amend already approved plans, but when planting Live Oaks, they must have sufficient room. CM Crescimbeni asked if pervious concrete would help. Mr. Flagg said it would. CM Crescimbeni suggested updating the Ordinance Code to say that you can have a four-foot opening, but if you are planting a Live Oak, any surface within X feet of the opening must be pervious. Ms. Grandin added that was already in the Ordinance Code for developers but it

doesn't necessarily say it applies to the City. Mr. Flagg said he would have liked for that to have been handled by the Downtown Development Review Board because there were two landscape architects on that board. **CM Crescimbeni suggested the Commissioners try to fix that going forward.**

CM Crescimbeni thanked everyone in the audience for participating in this process. There is now a Remove and Replace program, and Level 1, 2 and 3 programs. With regard to the roll-out, he's had conversations with the Mayor and they are going to be cautious about rolling out anything that's unfunded at this point. They are prepared to discuss Remove and Replace and the Level 1 program. The legislation for Level 2 will be introduced at the next Council Meeting. Until they get the continuous contract situation resolved, the Mayor's office wants to be cautious about broadcasting. If the Public Trust or Greenscape have an interest in submitting a project, they may do so. Ms. McGovern is receiving calls on both Level 1 and Level 2 projects. When everyone is ready, there will be a joint press conference between the Tree Commission and the Mayor to generate some publicity.

D. Action Items

CM Crescimbeni will contact Greg Pease, Procurement Division Chief, and ask about follow-up or survey for contractors who pick up bids but do not submit.

Instructions IV.D.6 - Ms. Grandin will add a description or examples of the scope of work and circulate the update.

Instructions IV.E - Ms. Grandin will add language for the applicant to come before the Tree Commission Staff prior to the submission of the application to discuss their conceptual and preliminary ideas, especially if they are requesting a waiver.

Application - Ms. Grandin will strike C.4 and re-number.

Agreement Exhibit E, 2nd bullet - Ms. Grandin or Ms. Hodges will restructure the sentence to read 'be designed by a qualified professional such as', remove 'registered' from before 'landscape architect', add 'certified' before 'arborist', and replace 'right-of-way' with 'public'. Also to be added to Article III, 3.2 'All projects will be reviewed by a City landscape architect'.

Exhibit E, 3rd and 4th bullets – Ms. Hodges will add 'a period of up to two years' to each bullet.

Exhibit E, 6th bullet - Ms. Hodges suggested 'major suppliers' be stricken. CM Crescimbeni suggested the bullet be rewritten to clarify that three bids must be requested, but if only one response is returned with two no bid responses, the requirement has been satisfied.

Exhibit E, 7th and 8th bullets - Ms. Hodges will add 'or as previously approved by the Commission' to each bullet.

Commissioners will read the white paper from the Committee on Unauthorized Tree Pruning/Removal (Attachment F).

Committee on Unauthorized Tree Pruning/Removal will determine if an Ordinance Code update allowing a four-foot opening, but if a Live Oak is being planted, any surface within X feet of the opening must be pervious. Ms. Grandin said that was already in the Ordinance Code for developers but it doesn't necessarily say it applies to the City.

Ms. Grandin will determine if using 15F funds to purchase, operate, and maintain a water truck/trailer is allowed.

Mr. Pappas said he would look at the design of the planting holes for the Live Oaks planted for the Riverplace Road Diet project to see if there is any chance of increasing those planting holes.

E. Adjourned – 1:32pm

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
Subfund 15F Revenue							
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	29,858,755	42,654,058		12,795,303		12,795,303
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
	Total Subfund 15F Revenue	37,782,456	51,773,626	-	13,991,171		13,991,171
* Subfund 15F Expenditures							
PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING	587,850	581,856	5,995	-	-	-
PWOD15FNMS	NORTH MAIN STREET LANDSCAPING	62,057	50,321	11,736	-	-	-
PWOD15FBDA	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	792,976	1,031,432	-	-	-
PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING	100,000	79,848	866	19,286	-	19,286
PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY	4,979,980	4,619,561	59,257	301,162	-	301,162
PWML15F	TREE MAINTENANCE	2,149,689	1,977,618	127,292	44,779	-	44,779
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	-	-	-
PWOD15FPBB	PATTON RD AND BEACH BLVD TREE PLANTING	32,203	-	32,203	0	-	0
PWML15F630CT	630-CITY TREE PLANTING PROG	200,000	-	-	200,000	-	200,000
PWOD15FMANRD	MANDARIN ROAD TREE PLANTING	103,840	-	-	103,840	-	103,840
PWOD15FSPRTR	SPRINGFIELD PRESERVATION TREE PLANTING	278,872	-	-	278,872	-	278,872
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
	Subfund 15F Expenditures	21,245,679	12,208,542	1,456,349	7,580,787	5,315,481	2,265,307
* Includes accounts with encumbrances and budget balances							
Unencumbered Budget Balance							13,991,171
Revenues							7,580,787
Expenditures							(2,265,307)
Unencumbered Balance net of Reserves							19,306,652
Subfund 15F Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)							19,306,652

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	305,139	4,687,284	-	4,382,145		
	Total Subfund 15N Revenue	305,139	4,687,284	-	4,382,145		
*	Total Subfund 15N Revenue	305,139	4,687,284	-	4,382,145		4,382,145
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 BVLD TREE PLANTING	62,080	-	62,080	-	-	-
	Subfund 15N Expenditures	69,629	1,294	68,334	1	1	-
	* Includes accounts with encumbrances and budget balances						
	Subfund 15N Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)						4,382,146
PWCP351MIT	Better Jacksonville Plan						
	TREE MITIGATION PROJECT	1,717,826	-	-	1,717,826	-	1,717,826
	Better Jacksonville Plan (for Tree Mitigation) Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)						1,717,826
	Total 15F and 15N Funds						23,688,798
	Better Jacksonville Plan - TREE MITIGATION PROJECT						1,717,826
	Grand Total 01/22/2019						25,406,624
	Grand Total 1/7/19						25,670,166
	Difference						(263,542)

01/22/19

<u>FY 2018 Revenues by month</u>		<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2019</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	29,304
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	136,216
	(15F) TREE PROTECTION & RELATED EXPENDITURES	508,853	176,162	318,476	281,590	246,685	87,047	172,284	(40,553)	263,452	935,484	309,644	165,520
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	15,855
361101	INVESTMENT POOL EARNINGS	5,137	2,928	5,203	5,982	3,539	7,409	7,695	8,828	-	5,404	6,137	-
	(15N) TREE MITIGATION & RELATED EXPENSE	31,252	32,563	163,753	47,982	128,784	23,029	111,026	32,153	52,875	158,591	51,812	15,855
		540,106	208,725	482,229	329,572	375,468	110,076	283,310	(8,400)	316,327	1,094,075	361,456	181,375

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Tree Mitigation CITY OF JACKSONVILLE

TREE REMOVAL PERMIT INFORMATION

Click here to search detailed information on Site Cleaning 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 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)	\$19,305,651.65
15M (Charter)	\$4,382,148.22
General Jacksonville Plan - Tree Mitigation Project	\$1,717,826.00
Total:	\$25,405,625.87

FILE AN ISSUE

Click here to report site cleaning 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.

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1/8/18

FISCAL_YR	DOC_NO	C_SUF	UND	VENDOR_NO	IDOR_SUF	VENDOR_NAME	Amount	INDEX_CODE	Index Code Title
2018	CTPW07000014	01	15F	591319010	01	JACKSONVILLE ZOOLOGICAL SOCIETY	1,031,432.38	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	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.	127,292.07	PWML15F	TREE MAINTENANCE
2019	PO9A04085000	01	15F	260435658	02	ALLSTAR IRRIGATION	1,626.00	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO9A04239000	01	15F	260435658	02	ALLSTAR IRRIGATION	27,968.00	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY

1,524,682.97

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 compilation 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/sunbiz/manage-business/certification/certificate-status-e-file/>).

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. 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. Scope of Work.

7. Performance Schedule. State when will each phase of work begin and end.

8. 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.

9. 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.

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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 50th and 300th census blocks, then 175th 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.

<u>Application Evaluation Period</u>				
Award Session	Courtesy Application Review Period	Application Deadline	Staff review Deadline	Commission Meeting/Scoring
1	November 1 through 5 business days prior to Application Deadline	January 2	January 31	2 nd meeting in February
2	March 1 through 5 business days prior to Application Deadline	May 1	May 31	2 nd meeting in June
3	July 1 through 5 business days prior to Application Deadline	September 1	September 30	2 nd 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, Plant Schedule, Location Map, **Scope of Work, and Performance Schedule**

EXHIBIT E – Cost Breakdown

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

PROOF OF APPLICANT ELIGIBILITY

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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, PLANT SCHEDULE, LOCATION MAP, SCOPE OF WORK, PERFORMANCE SCHEDULE

EXHIBIT D

COST BREAKDOWN

Administrative Fees

Design Consultant Fees

Construction

EXHIBIT E

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://pg-cloud.com/JacksonvilleFL/#home> or through

- a similar visual design of the project; and
- b. Attaching as **EXHIBIT D**, the following:
- i. Schematic Planting Plan, as defined in the Instructions;
 - ii. Plant Schedule listing the species and size of plant material;
 - iii. Overall Scope of Work; and
 - iv. Performance Schedule (when will work, particularly the planting, start and end).
- 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: _____

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DRAFT

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 Contractor*”).

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~~ project 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~~ Contractor applied to the Commission to receive ~~grant~~ project funding under the Program for the tree planting project more particularly described in ~~Grantee’s~~ ~~grant~~ Contractor’s project application; and

WHEREAS, the Commission has approved ~~Grantee’s~~ ~~grant~~ Contractor’s project application request and the City Council pursuant to Ordinance _____ has agreed to fund ~~Grantee’s~~ Contractor’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~~ Contractor’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 reference~~ contained on Exhibit F attached hereto.

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

“*Grant*” or “*Grant Project Funds*” shall mean the City ~~grant~~ funds provided to Contractor for the Project pursuant to this Agreement in the amount of \$ _____.

“*Project Budget and Cost Breakdown*” shall mean the ~~project budget as~~ Cost Breakdown 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 B/C attached hereto.

“*Project Scope*” shall mean the project and scope of work to be performed by ~~Grantee~~ Contractor identified in Grantee’s Contractor’s Application ~~and, including but not limited to the Contractor’s approved Planning Plan, as more particularly described on Exhibit B~~ attached hereto.

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

ARTICLE II

~~Grant~~

Grant Project

2.1 Project Funds. Subject to the terms and conditions set forth in this Agreement, City agrees to ~~make the Grant to Grantee pay~~ and ~~to~~ disburse the Grant to Grantee ~~Grantee~~ Project Funds to Contractor. Contractor acknowledges and agrees that the Grant Project Funds 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 Project

Funds to ~~Grantee~~Contractor. The ~~Grant amount of \$~~_____ Project Funds shall be the City's maximum indebtedness to the ~~Grantee~~Contractor under this Agreement. The ~~Grant~~Project Funds shall be used by the ~~Grantee~~Contractor to fund the Project.

2.2 Project Scope. The ~~Grantee~~Contractor 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~~Project Funds; Reimbursement of Collection Costs.

2.3.1 No Entitlement to ~~Grant~~Project Funds. In the event the ~~Grantee~~Contractor receives any portion of the ~~Grant~~Project Funds 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~~Contractor shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 Misuse of ~~Grant~~Project Funds. In the event the ~~Grantee~~Contractor expends any portion of the ~~Grant~~Project Funds 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~~Contractor 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~~Contractor 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~~Project Funds; Other Requirements**

3.1 Use of ~~Grant~~Project Funds. The ~~Grantee~~Contractor shall expend the ~~Grant~~Project Funds solely and exclusively for the Project Scope, which shall be constructed on the ~~Property-Project Location~~. The ~~Grantee~~Contractor shall not expend or otherwise use any or all of the ~~Grant~~Project 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~~Contractor 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~~Contractor shall use the ~~Grant~~Project 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~~Contractor acknowledges and agrees that the ~~Grantee~~Contractor 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~~ Additional Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Grantee Contractor shall strictly follow and comply with the additional terms and conditions related to the ~~Eligible Grant Expenditures~~ contained on Exhibit E.

ARTICLE IV
Project Performance Schedule

4.1 The Grantee Contractor and the City have jointly established the Project Performance Schedule. The Grantee Contractor 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 Contractor 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 Contractor 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 Contractor 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 GranteeContractor thereunder without the prior written consent of the City.

5.3 Subcontractors. The GranteeContractor 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 GranteeContractor shall deliver to the City a fully executed copy of each of the agreements between the GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 GranteeContractor if, in the opinion of the City, any Draw, real property contemplated by this Agreement or any other collateral for the GrantProject Funds would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The GranteeContractor 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 GranteeContractor shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the GranteeContractor 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 GranteeContractor, representatives of the City shall have the right of access to the Grantee'sContractor'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 GranteeContractor 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-Contractor'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 GranteeContractor deems appropriate; provided however, that to the extent that the City furnishes to GranteeContractor the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the GranteeContractor has the need to enter into contracts with vendors outside of persons employed by GranteeContractor or companies affiliated with or controlled by the GranteeContractor, then the GranteeContractor agrees to include all such Jacksonville-based vendors in the process established by the GranteeContractor 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 GranteeContractor; and
- (d) the preparation of such budgets, cost estimates, financial projections, statements, information and reports as GranteeContractor deems appropriate.

ARTICLE VI Draws

6.1 Maximum Amount. Provided that the GranteeContractor has performed all obligations of the GranteeContractor then due and subject to compliance by the GranteeContractor with the terms and conditions of this Agreement, the City shall make Draws (each, a "Draw" and collectively, the "Draws") to GranteeContractor for the Project Scope, up to the maximum amount of the GrantProject Funds in accordance with the ~~Eligible-Grant Expenditures~~ and Approved Draw Schedule attached hereto as Exhibit G-1. Prior to Draw, the GranteeContractor 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 GrantProject Funds 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 GranteeContractor 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 GranteeContractor pursuant to a Draw Request. The GranteeContractor 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 GranteeContractor 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 Contractor, (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 Contractor 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 Contractor 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 Contractor for such labor and materials and (c) the amount that the Grantee Contractor is seeking pursuant to the Draw Request. The Grantee Contractor shall attach to each Draw Request such invoices, receipts, cancelled checks (or evidence that payment has cleared ~~grantee's~~ Contractor'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 Contractor 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 Contractor 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~~ Project Funds.

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 Contractor shall have provided to the City, in form and substance satisfactory to the City, evidence that the Grantee Contractor 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~~Contractor shall have provided to the City proof of insurance coverage as required in this Agreement;

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

(d) The ~~Grantee~~Contractor 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~~Contractor on particular items and the remaining costs of the Project Scope; and

(e) The ~~Grantee~~Contractor 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~~Contractor 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~~Contractor of the ~~Grantee~~Project 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~~Contractor acknowledges that the ~~Grantee~~Contractor 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 ~~Grantor~~ Grantor 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 unstayd and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the ~~Grantor~~ Grantor under any other agreement or transaction between the ~~Grantor~~ Grantor 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 ~~Grantor~~ Grantor of a default shall not be deemed to be a waiver by the City as to its rights on such default of the ~~Grantor~~ Grantor and shall not be deemed to be a waiver of the City's right to notify the

~~Grantee Contractor~~ 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 Contractor~~ 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.

~~9.29.1~~ Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the ~~Grantee Contractor~~ shall, and the ~~Grantee Contractor~~ 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 Contractor~~ and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.

~~9.39.2~~ Prohibited Use. The ~~Grantee Contractor~~ shall not use any portion of the ~~Grant Project~~ 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 Contractor~~ 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 Contractor~~ shall

be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

10.2 The **GranteeContractor**, 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'sContractor'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 **GranteeContractor**, 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 **GranteeContractor** 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 **GranteeContractor** fails to secure such a license for the City, then the **GranteeContractor** 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 **GranteeContractor** or those under its control;

(iv) any breach of any covenant, obligation, representation or warranty made by the **GranteeContractor** in this Agreement or in any certificate, document, writing or other instrument delivered by the **GranteeContractor** 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 Contractor 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 Contractor of the applicable claim or liability, and (2) allow the Grantee Contractor to participate in the litigation of such claim or liability (at Grantee's Contractor'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 Contractor 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 GranteeContractor

Without limiting the representations, warranties and covenants of GranteeContractor set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 GranteeContractor have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the GranteeContractor (as the case may be).

11.3 This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the GranteeContractor, 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 GranteeContractor, any judgment, order, decree, writ or injunction to which the GranteeContractor is bound, or any provision of any applicable law or regulation to which the GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 GranteeContractor 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/Project Location has been received, and the Grantee/Contractor 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/Contractor:

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 GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 GranteeContractor represents and warrants to the City that GranteeContractor has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 GranteeContractor 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 apportionances 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~~Contractor 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~~Contractor 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~~Contractor, the ~~Grantee~~Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

12.17 Ethics. The ~~Grantee~~Contractor represents and warrants to the City that ~~Grantee~~Contractor 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 GranteeContractor shall guarantee to the City that in the event the Grantee's-Contractor's recipient homeowner sells, assigns, conveys, or otherwise transfers any interest in the PropertyProject Location at any time, the full amount of the GrantProject Funds disbursed to Grantee's-Contractor'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

<u>Exhibit A</u>	Property Description <u>Project Location</u> (attach Schematic Planting Plan from Application)
<u>Exhibit B</u>	Project Scope (include Plant Schedule from Application)
Exhibit C	Design Plans
<u>Exhibit C</u>	<u>Project Performance Schedule</u> (attach Performance Schedule from Application)
<u>Exhibit D</u>	<u>Project Budget and Cost Breakdown</u> (attach Cost Breakdown from Application)
<u>Exhibit E</u>	Project Performance Schedule <u>Additional Terms</u>
<u>Exhibit F</u> <u>Details</u>	Eligible Grant Expenditures <u>Landscape Specifications and Planting</u>
<u>Exhibit G-1</u>	Approved Draw Schedule
<u>Exhibit G-2</u>	Draw Request Form
<u>Exhibit H</u>	Insurance and Bond Requirements

EXHIBIT A

Property Description

Project Location

(attach Schematic Planting Plan from Application)

DRAFT

EXHIBIT B

Project Scope

(include Plant Schedule from Application)

DRAFT

EXHIBIT C

Design Plans

Project Performance Schedule

(attach Performance Schedule from Application)

DRAFT

EXHIBIT D

Project Budget and Cost Breakdown

(Attach Cost Breakdown from Application)

DRAFT

EXHIBIT E
Additional Terms

Contractor agrees to adhere to the following additional terms during this Agreement:

- Contractor will abide by the City of Jacksonville specifications for the planting of trees, incidental landscaping and design and installation of irrigation;
- Contractor's 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;
- Contractor will provide to the City a warranty for and maintain all trees for a period of two (2) years after planting;
- Contract agrees 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. After the planting is completed, inspected and approved by the City, Contractor shall secure the Project with a performance bond in an amount of 15% of the total cost of the job for two (2) years;
- Contractor 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.
- Contractor shall provide copies of at least 3 bids and responses from contractors, subcontractors, and major suppliers shall be provided. 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.
- Contractor agrees that the Project trees shall be contained on the Tree Commission's Approved Tree Planting List.
- Contractor agrees that 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>.

As part of the final task, Contractor shall upload the as-built design in to the Plan-It GEO application/software which may be accessed by: <https://pg-cloud.com/JacksonvilleFL/>

Project Performance Schedule

- Contractor shall adhere to the specifications for the installation are attached as ["Specifications for Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program"](#)

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:~~

~~○~~

Landscape Specifications and Planting Details

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: _____ Request/Draw Number: _____
Address: _____ Document Number: _____
Phone: _____ Date Submitted: _____
Tax ID #: _____

1. Amount of this request: \$ _____
2. Project Funds received to date: \$ _____
3. Project Funds disbursed to date: \$ _____
4. Project 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 CONTRACTOR PAYMENT REQUEST

Project Location Address: _____
Payment # _____ = 100 % Complete

Total Project Cost: \$ _____

Amount Requested in this Draw: \$ _____

Contractor: _____
Including this Draw
Total Draws To Date: \$ _____

Contractor: 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 Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Contractor and were expended on and pertain to the Project.

Grantee Contractor Signature: _____ Date: _____

EXHIBIT H

Insurance and Bond Requirements

[To be determined by Risk Management Division]

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.)

DRAFT

TREE COMMISSION COMMITTEE ON UNAUTHORIZED TREE PRUNING/REMOVAL

CONFERENCE WITH SUSAN GRANDIN, TRACEY ARPEN AND MIKE ROBINSON,

JANUARY 15, 2019 and JANUARY 23, 2019

Subject: Suggested requirements and penalties for removing or damaging trees without a permit.

Background: Trees required as part of the Landscape Requirements of Subpart C were pruned by topping or hatracking in order to provide visibility to a Clear Channel billboard. Also, 10 trees were removed without a permit in front of a Burger King that former Councilman Dick Kravitz had saved as part of the PUD criteria for a rezoning.

Note: In order to adequately get to the issue of what constitutes over pruning and how to treat the violations, it was necessary to expand the scope to what trees are "protected" in the first place, and how they are protected during development.

Discussion:

1. Tree removal is regulated, but damage caused by over-pruning is not adequately regulated.
2. Description of what constitutes "over-pruning" should be provided in the Code graphically, general ideas by text, as well as referencing manuals on pruning.
3. Currently, the definition of "Protected Tree" does not specifically include trees planted as required by Subpart C (Landscape Requirements), or as mitigation required by Subpart B, unless they have grown to the size of an otherwise "Protected Tree". The result is that a landowner could have planted 2" Maples throughout a large parking lot, and once the Maples grow to 11" dbh, they can be permitted to be removed either because they are not Protected Trees, or by replacing with each Maple with one 4" tree. This is capable of happening over and over and may be desired to keep the view to signage clear.
 - a. In the Landscaping Requirements Subpart C, the owner is required to "maintain the required landscape areas", but this does not directly address removal of trees that were retained or provided as part of the landscaping requirements.
 - b. The definition of Protected Tree should be revised to specifically address the trees retained or provided to meet landscape requirements.
4. What trees are exempt from being "Protected Trees" is confusing and should be reorganized.
5. Add conservation easements to definition of Public Protected Tree.
6. Diseased trees should not be classified as "Protected".
7. Exclude invasive, exotic species from definition of Exceptional Specimen Tree.
8. Protected Trees that are "exempted" from that definition should have a "Certificate of Exemption from Classification as a Protected Tree" issued by the Chief. This should be required as an administrative function with no "permit fee" associated, but there should be a paper trail.

9. Where is the 14-point analysis as required by 656.1206(e) done by the BID? Are all requests for tree removal granted no matter what?
10. The penalties for unpermitted removal of trees do not match the loss of the tree in some cases, such as the unpermitted removal of a 36" Laurel Oak, which would have a very large canopy is currently only required to be replaced with six 4" Laurel Oaks.
 - a. Suggest aligning penalty for unauthorized tree removal with the loss of value of the tree as appraised by a professional arborist with that skill-set, and as determined by a hearing officer.
11. The penalty for over-pruning trees should not be as great as the penalty for totally removing the tree. This violation should be sent to a hearing officer who could hear from professional arborist that would recommend either:
 - a. removing the tree and paying for its value along with other costs such as consulting fee, the cost of removal, and a fine; or
 - b. set up a plan to rehabilitate the tree through some time period of growth and pruning, with an inspection at the end of the period.
12. Damage to the root system within the drip line should be specifically mentioned as a form of unauthorized pruning or damage.
 - a. The use of the term "drip line" does not adequately encompass the root zone of a tree. Suggest changing area protected to "root zone".
13. Barricades need to be at the root zone, and enforcement needs to happen.
14. A standard for barricades is 1.5 feet in diameter for each inch of dbh.
 - a. So, a 10" tree would have at least a 15' diameter root zone barricade built around the tree, with the tree in the center.
 - b. Suggest requiring the root zone protection and the area required to plant trees be revised to cubic feet rather than square feet. The depth to which new soil should be provided is 18", so 1.5' X the area required.
15. Create joint and several liability for Violator. Do not limit liability to property owner.
16. Define "person" if not already in general definition in Code.
17. Is \$50,000 the right amount today for clearing an acre without a permit? What if the acre was covered with large live oaks or long leaf pines?
18. In an initial phone conference with Chris McCormick of GIC, most codes reference the ISA standards for tree pruning, and consider it a violation of the code if those recommendations are not followed.
 - a. Check ISA to make sure it meets our needs.
 - b. Suggest looking at other codes to determine a standard for penalties and how enforcement is accomplished.

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
Subfund 15F Revenue							
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	29,858,755	42,654,058		12,795,303		12,795,303
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
Total Subfund 15F Revenue		37,782,456	51,773,626	-	13,991,171		13,991,171
* Subfund 15F Expenditures							
PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING	587,850	581,856	5,995	-	-	-
PWOD15FNMS	NORTH MAIN STREET LANDSCAPING	62,057	50,321	11,736	-	-	-
PWOD15FBIDAS	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	792,976	1,031,432	-	-	-
PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING	100,000	79,848	866	19,286	-	19,286
PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY	4,979,980	4,619,561	59,257	301,162	-	301,162
PWML15F	TREE MAINTENANCE	2,149,689	1,977,618	127,292	44,779	-	44,779
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
PWOD15FMANRD	MANDARIN ROAD TREE PLANTING	103,840			103,840		103,840
PWOD15FSPRTR	SPRINGFIELD PRESERVATION TREE PLANTING	278,872			278,872		278,872
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
Subfund 15F Expenditures		21,245,679	12,208,542	1,456,349	7,580,787	5,315,481	2,265,307
* Includes accounts with encumbrances and budget balances							
Unencumbered Budget Balance							
Reserves							13,991,171
Expenditures							7,580,787
Unencumbered Balance net of Reserves							(2,265,307)
Subfund 15F Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)							19,306,652

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
Subfund 15N Revenue							
PWOD15NTM	TREE MITIGATION & RELATED EXPENSES	305,139	4,687,284	-	4,382,145	-	-
	Total Subfund 15N Revenue	305,139	4,687,284	-	4,382,145	-	-
*	Total Subfund 15N Revenue	305,139	4,687,284	-	4,382,145		4,382,145
*Subfund 15N Expenditures							
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	-	-	-
	Subfund 15N Expenditures	69,629	1,294	68,334	1	1	-
* Includes accounts with encumbrances and budget balances							
Subfund 15N Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)							4,382,146
Better Jacksonville Plan							
PWCP351MIT	TREE MITIGATION PROJECT	1,717,826	-	-	1,717,826	-	1,717,826
Better Jacksonville Plan (for Tree Mitigation) Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)							1,717,826
Total 15F and 15N Funds							23,688,798
Better Jacksonville Plan - TREE MITIGATION PROJECT							1,717,826
Grand Total 01/22/2019							25,406,624
Grand Total 1/7/19							25,670,166
Difference							(263,542)

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	1,031,432.38	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	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.	127,292.07	PWML15F	TREE MAINTENANCE
2019	PO9A04085000	01	15F	260435658	02	ALLSTAR IRRIGATION	1,626.00	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO9A04239000	01	15F	260435658	02	ALLSTAR IRRIGATION	27,968.00	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY

1,524,682.97

1/22/19

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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):	\$19,306,651.65
15N (Charter):	\$4,382,146.22
Better Jacksonville Plan - Tree Mitigation Project:	\$1,717,826.00
Total:	\$25,406,623.87



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 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%

01/22/19

<u>FY 2018 Revenues by month</u>		<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY2018</u>	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2019</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	29,304
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	136,216
(15F) TREE PROTECTION & RELATED EXPENDITURES		508,853	176,162	318,476	281,590	246,685	87,047	172,284	(40,553)	263,452	935,484	309,644	165,520
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	15,855
361101	INVESTMENT POOL EARNINGS	5,137	2,928	5,203	5,982	3,539	7,409	7,695	8,828	-	5,404	6,137	-
(15N) TREE MITIGATION & RELATED EXPENSE		31,252	32,563	163,753	47,982	128,784	23,029	111,026	32,153	52,875	158,591	51,812	15,855
		540,106	208,725	482,229	329,572	375,468	110,076	283,310	(8,400)	316,327	1,094,075	361,456	181,375