

# **Jacksonville Tree Commission**

**Thursday, April 11, 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 February 14, 2019 meeting
4. Fund balance and encumbrance report for 15(F), 15(N) and BJP – Joel Provenza
5. Status of Pending Tree Projects, Levels 1 and 2 – Kathleen McGovern
6. Status of Countywide Tree Planting Contract – Dave McDaniel

### **B. New Business**

1. GIC Completion Report – Richard Leon
2. Committee on Unauthorized Tree Pruning/Removal – M. Robinson
3. Level 3 Documents Final Approval
4. Level 3 Projects
5. Incidental Landscaping and Irrigation for Level 3 Planting Projects

### **C. Public Comment**

**D. Adjournment – the next meeting is scheduled for May 9, 2019.**

Jacksonville Tree Commission  
Meeting Minutes April 11, 2019  
Approved May 9, 2019

<b>Commissioners Present:</b>	John Crescimbeni, Chair Chris Flagg Rhodes Robinson John Pappas Mike Robinson	<b>Staff:</b>	Cindy Chism
<b>Advisors:</b>	Susan Grandin, OGC Kathleen McGovern, City Arborist Joel Provenza, Accounting Richard Leon, Urban Forest Manager	<b>Public:</b>	Tom Larson, Sierra Club John November, Public Trust Joe Anderson, JEA Fred Pope, Public Works Leslie Pierpont, Late Bloomers Susan Caven, Scenic Jacksonville Tracey Arpen, Greenscape Karen McCombs, Scenic Jacksonville

- A.** Meeting was called to Order by Chair at 12:12 PM.
1. All present introduced themselves for the record.
  2. Submittal of Speaker's Cards.
  3. Correction to March 14 minutes from M. Robinson on page 2, B.1.a, typographical error on last line. Motion made by Mr. M. Robinson, seconded by Mr. Flagg, for approval of minutes with noted correction from March 14, 2019 meeting. None opposed.
  4. Fund balance and encumbrance report for 15(F), 15(N) and BJP (Attachment A) – Joel Provenza.
  5. Status of Pending Tree Projects including Levels 1 and 2 (Attachment B) – Kathleen McGovern.
    - a. The Level 1 list has been reviewed and consolidated. Each issue will be investigated and scheduled with the countywide contractor. Mr. Larson asked about the 2020 estimated completion date. Ms. McGovern said the request will most likely be completed before that date.
    - b. The Level 2 table has not changed. All Commissioners should have received applications and scoring sheets for Tree Hill Nature Center and Sheffield Elementary School.
  6. Status of Countywide Tree Planting Contract – Richard Leon for Dave McDaniel
    - a. Mr. Leon said contracts have been awarded; the minimal warranty contract (three months) has been awarded to Liberty Landscape and the one year warranty contract has been awarded to Davey Tree. Both contracts are being drafted by the Office of General Counsel, and then out for signature. An additional RFP is being issued for a two year warranty contract.
    - b. CM Crescimbeni asked about the RAP Re-leaf contract and the Level 2 projects. Ms. McGovern said there were no bids for that RFP so this project will be done under the countywide one year warranty contract. Most of the Level 2 projects will be done under the one year warranty contract. However, Tree Hill Nature Center will be on the three month contract.

- c. Mr. Pope pointed out the unit prices listed on the contracts are very high, particularly on 15 gallon units. When a community organization puts out a project for bid, in many cases they will get cheaper prices than the countywide contract for Level 3 Projects.
- d. Mr. November asked if the unit prices are available to the public. **Ms. McGovern said that she has a spreadsheet and will see about making it available on the Tree Commission web page.**

## B. New Business

1. Green Infrastructure Center (GIC) Completion Report – Richard Leon
  - a. The report should be available for the next Tree Commission meeting and will include analysis of policies and ordinances.
  - b. GIC received a grant from the Arbor Day Foundation for \$20,000, and are partnering with Groundwork Jax using the grant to install a couple of bio-swales along the S-line. Groundwork Jax will also submit a Level 2 project to plant around the bio-swales.
  - c. The Texas Forest Service requested Mr. Leon to speak at the Texas Trees Conference in September 2019. The talk is titled ‘How the Largest City in America Manages Their Trees’.
2. Committee on Unauthorized Tree Pruning/Removal – M. Robinson
  - a. There have not been any additional meetings, however Mr. Goldsbury responded to his action items (Attachment C). A subsequent meeting will be held before the next Tree Commission Meeting.
3. Level 3 Documents Final Approval of April version of Instructions (Attachment D), Application (Attachment E) and Agreement (Attachment F).
  - a. Mr. M. Robinson noted that in the instructions on page 3, the Schematic Planting Plan requires a scaled drawing. Does it need to be a scaled drawing versus a schematic? Mr. Flagg said it should be a scaled drawing from an area perspective. Mr. Pappas agreed; the dimensions are critical to ensure that the project will fit in the proposed area. CM Crescimbeni added that the Level 2 drawings are coming from the Mowing and Landscape Division – are they to scale? Ms. McGovern responded that the applicant can also submit a schematic; however, the drawing the Commissioners received was not to scale. The Level 2 legislation does not say the drawing has to be to scale.
  - b. Mr. M. Robinson pointed out that in the instructions (on page 6, 6.c.3) there is no mention of the three bid minimum, however, it is mentioned in the application. **Ms. Grandin will add the following requirement** “and bid out the implementation to a minimum of three bids.”
  - c. Mr. M. Robinson said on page 7 in the Instructions (8.c.) the third and fourth sentences are confusing. Ms. Grandin advised there are six choices: three month warranty, irrigated; three month warranty, non-irrigated; one year warranty, irrigated; one year warranty, non-irrigated; two year warranty, irrigated; and two year warranty, non-irrigated. **Ms. Grandin will rearrange the sentences to clarify the requirements.**
  - d. Mr. M. Robinson noted that in the application (page 3, 5.a.) it asks the applicant to describe the requirements to keep planted trees healthy; what are we asking the applicant to tell us? Mr. Larson said more information may be required than just irrigation. **CM Crescimbeni added that he would investigate his notes from prior meetings for the discussion on this issue. This question will be discussed further at the next Tree Commission meeting.**
  - e. Mr. M. Robinson asked if exhibit 2 on page 7 of the application is only required to show who from the organization is authorized to sign the agreement. Ms. Grandin agreed that was the case.
  - f. Mr. M. Robinson also asked if exhibit 2 on page 8 of the application may be completed and then emailed. Ms. Grandin agreed that would be fine.

- g. Mr. M. Robinson asked what the website was for exhibit 6 on page 11 of the application. **Ms. Chism will provide Ms. Grandin with the Tree Commission website information.**
- h. Mr. M. Robinson asked about 5.1(a) of Article V of the agreement; who is the “architect” referring too? Mr. M. Robinson is asking if instead of “architect”, perhaps it should be “contractor” or “applicant”. **Ms. Grandin will investigate with Mr. Pope to determine who specifically “architect” is referring too.**
- i. Mr. M. Robinson pointed the group to page 23, Exhibit E, 4. of the agreement. This has to do with securing the performance and payment bond. Mr. M. Robinson thought a previous discussion concluded the bond was only required if the project was over \$100,000. Ms. Grandin replied, the Statute says the Tree Commission may waive the requirement if the project is less than \$100,000 but they must take the affirmative step to do that. CM Crescimbeni added that the first word of the item should be “Contractor” not “Contract”. **Ms. Grandin will make that correction.** Mr. Pope continued; with regard to a non-profit group, they are responsible for completing the project. If for some reason the contractor goes out of business, the non-profit is now responsible for the completion of the project. It’s in the non-profit’s best interest to have a performance for payment bond, even if it is a small project.
- j. Mr. November asked for the Tree Commission’s guidance regarding performance bonds. If the project is \$25,000, will the Tree Commission require a bond? Mr. Pappas added that if there is no bond, the risk actually falls back to the City and the applicant. **Mr. R. Robinson suggested listing the bond as a separate line item so there will be no question regarding the administrative costs.**

#### 4. Level 2 Projects

- a. CM Crescimbeni asked if Sheffield Elementary responded to the question regarding adverse impact for utilities and sightline (number 6 on the scoring sheet). Ms. McGovern said she has not received confirmation but will follow-up with them. CM Crescimbeni asked if there was supposed to be a maintenance column added to the Approved Tree List. **The maintenance requirement will be added to the scoring sheet and the Approved Tree List. The Approved Tree List will be alphabetized by genus name.**
- b. Tree Hill Planting Project – Mr. Pappas asked about the less than 25% palm tree requirement. Ms. McGovern said the Executive Director is using the cabbage palms to guide the pedestrians to the next path. This area is laden with utilities. This is why shade trees (because of their root spread) were not selected.
- c. CM Crescimbeni suggested a brief explanation paragraph be included for each project going forward. In addition, neither project “provided high visibility” (D.3 on the Scoring Sheet).
- d. Scoring sheets for Tree Hill Nature Center were collected and given to Ms. Grandin for tabulation. The absent Commissioner’s will not be submitting a scoring sheet. The Commissioner’s will put their names on their sheet.
- e. **Ms. McGovern will revise the scoring sheets to include a final recommendation and change to a points system instead of yes/no.**

#### 5. Incidental Landscaping and Irrigation for Level 3 Planting Projects – Mr. November

- a. Mr. November presented a proposal for the amount spent on incidental landscaping. Incidental landscaping means, per Ms. Grandin’s memo, “a small amount of landscaping such as ground cover, sod or mulch that is related to the location of the tree.” Upon further discussions with the City’s Urban Forest staff, as well as various citizens, the consensus was that the hard cost of the trees should be 80% of the total cost of the project. All other material costs for the project should be no more than 20% and fall within the future dripline of mature trees. This defines the amount spent on incidental landscaping but broadens the choice of what may be included on a case-by-case basis. For example, if the project is non-irrigated, mulch or something very low maintenance would be used. However, if irrigation is available, then a simple ground cover may be used.

- b. Ms. Grandin added that her previous legal memo did not address the cost. What Mr. November is suggesting was that a maximum of 20% should be going towards incidental landscaping out of the entire plant material cost. Setting some type of maximum is not a bad suggestion. “Incidental landscaping” definition is not limited to just ground cover.
- c. CM Crescimbeni asked if the definition of “incidental” is in the Ordinance Code or the Charter. Ms. Grandin said it was not defined in either. CM Crescimbeni said he would prefer establishing policy in the Ordinance Code.
- d. Mr. November suggested the Tree Commission provide a guideline of up to 20% of incidental landscaping all to be considered on a case-by-case basis. It must be sustainable. CM Crescimbeni pointed out the City Council should set some guidelines in this area, not the Tree Commission. Mr. November proposed the Tree Commission as the subject matter experts to develop that possible recommendation. CM Crescimbeni suggested he ask his Council colleagues.
- e. Mr. Arpen reminded the Commissioners that even though it is incidental landscaping, it is still being installed with tree mitigation funds. The incidental landscaping ought to have some benefit to the tree; either producing oxygen or extending its life.
- f. Mr. Pope said the City has no extra funding to take care of anything new. As far as the maintenance budget allows, there is nothing to spend on this type of landscaping. It is a short term venture unless there is a permanent entity that can guarantee maintenance of the incidental landscaping.
- g. Ms. Grandin suggested if this was something they wanted the Council to consider, perhaps the Tree Commission could determine the percentage and the parameters required, such as a maintenance agreement.
- h. Mr. November reiterated: the tree fund will not fund any incidental landscaping. If incidental landscaping is desired, no more than 5-10% of the total material cost may be spent on it and the funds must come from an outside donor. There must also be a full maintenance agreement with whatever entity is going to agree to maintain it.

**6. Public Works Tree Replacement Programs (Attachment G) – Susan Grandin**

- a. An action item from the last meeting was to determine if trees requested for a median would fall under one of these programs. The answer falls under the Remove and Replace program, item 1.b.iv. **CM Crescimbeni asked Ms. Grandin to issue a legal memo which specifically states that medians are a permitted planting site with regard to this program.** Mr. Leon will relay this information to Mr. McDaniel.

**C. Public Comment**

**Mr. November used his public comment for proposing a maximum limit for incidental landscaping (see item 5. above)**

**D. Action Items**

**Ms. McGovern will post the unit price spreadsheet on the Tree Commission web page.**

**Ms. Grandin will add the following “and bid out the implementation to a minimum of 3 bids” to Level 3 Instructions, page 6, 6.c.3.**

**Ms. Grandin will rearrange the sentences on page 7 in the Level 3 Instructions, 8.c. to clarify the requirement.**

CM Crescimbeni will investigate his notes from prior meetings for the discussion on the requirements to keep planted trees healthy, page 3 of the Level 3 Application, 5.a. This question will be further discussed at the next Tree Commission meeting.

Ms. Chism will provide Ms. Grandin with the Tree Commission website information to be included for Exhibit 6, page 11 of the Level 3 application.

Ms. Grandin and Mr. Pope will investigate to determine who specifically “architect” is referring too in 5.1(a) of Article V, page 4, of the Level 3 Agreement.

Ms. Grandin will correct the first word of exhibit E, 4. Page 23, of the Level 3 Agreement which should be “Contractor” not “Contract”.

Mr. R. Robinson suggested listing the bond as a separate line item so there will be no question regarding the administrative costs.

Ms. McGovern will add the maintenance requirement to the Level 2 Scoring sheet and the Approved Tree List.

Ms. McGovern will alphabetize, by genus name, the Approved Tree List.

Ms. McGovern will revise the scoring sheets to include a final recommendation and change to a points system instead of yes/no.

Ms. Grandin will issue a legal memo which specifically states that medians are a permitted planting site within the Remove and Replace program.

E. Adjourned – the next meeting is scheduled for May 9, 2019.

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
<b>Subfund 15F Revenue</b>							
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	31,640,503	44,662,188		13,021,685		13,021,685
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	7,923,308	8,908,017		984,710		984,710
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	-	8,580		8,580		8,580
TRIN15FFR31R	TRF TO 15F TREE PROTECTION FR 31F	392	392		-		-
	CONVERSION AND NONCASH REVENUE ENTRIES		338,836		338,836		338,836
	<b>Total Subfund 15F Revenue</b>	<b>39,564,204</b>	<b>53,918,014</b>	<b>-</b>	<b>14,353,810</b>		<b>14,353,810</b>
<b>* Subfund 15F Expenditures</b>							
PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING	587,850	581,856	5,995	-	-	-
PWOD15FNMS	NORTH MAIN STREET LANDSCAPING	62,057	50,321	11,736	-	-	-
PWOD15FBDAS	BROWN'S DUMP ASH SITE TREE/PLANTING	364,730	342,361	22,370	-	-	-
PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING	494,215	376,792	117,423	-	-	-
PWOD15FDCS	DUVAL COUNTY SCHOOL BOARD PROPERTY	125,000	32,757	-	92,244	-	92,244
PWOD15FDTP	DOWNTOWN TREE PLANTING	38,822	32,568	6,254	-	-	-
PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT	1,824,408	792,976	1,031,432	-	-	-
PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING	100,000	81,532	-	18,468	-	18,468
PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY	4,979,980	4,672,461	126,466	181,053	-	181,053
PWML15F	TREE MAINTENANCE	2,149,689	2,119,973	290	29,425	-	29,425
PWOD15FATPP	AVONDALE TREE PLANTING PLAN	31,233	24,986	6,247	-	-	-
PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK	85,366	60,061	25,305	-	-	-
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
PWML15F63OCT	630-CITY TREE PLANTING PROG	200,000	-	950	199,050	-	199,050
PWOD15FMANRD	MANDARIN ROAD TREE PLANTING	103,840	-	29,239	74,601	-	74,601
PWOD15FSPRTR	SPRINGFIELD PRESERVATION TREE PLANTING	278,872	-	81,923	196,949	-	196,949
PWOD15FRAPR	RIVERSIDE AVONDALE PRES - RELEAF	781,748	-	-	781,748	-	781,748
PWOD15FLTTPP	LEVEL 2 TREE PLANTING PROGRAM	1,000,000	-	-	1,000,000	-	1,000,000
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	3,548,513	2,097,444	-	1,451,069	1,449,105	1,964
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	2,000,635	-	-	2,000,635	2,000,635	-
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	1,865,741	-	-	1,865,741	1,865,741	0
	<b>Subfund 15F Expenditures</b>	<b>23,027,427</b>	<b>12,406,492</b>	<b>1,506,792</b>	<b>9,114,142</b>	<b>5,315,481</b>	<b>3,798,662</b>
* Includes accounts with encumbrances and budget balances							
<b>Unencumbered Budget Balance</b>							
Revenues							14,353,810
Expenditures							9,114,142
Unencumbered Balance net of Reserves							(3,798,662)
<b>Subfund 15F Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>19,669,291</b>

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves	
PWOD15NTM	Subfund 15N Revenue							
	TREE MITIGATION & RELATED EXPENSES	305,139	4,925,785	-	4,620,646	-	-	
	<b>Total Subfund 15N Revenue</b>	<b>305,139</b>	<b>4,925,785</b>	<b>-</b>	<b>4,620,646</b>	<b>-</b>	<b>-</b>	
	<b>Total Subfund 15N Revenue</b>	<b>305,139</b>	<b>4,925,785</b>	<b>-</b>	<b>4,620,646</b>		<b>4,620,646</b>	
	<b>*Subfund 15N Expenditures</b>							
PWOD15NHR	HARTS ROAD TREE PLANTING	7,548	1,294	6,253	-	-	-	
JXSF15N	TREE MITIGATION & RELATED EXPENSE	1	-	-	1	1	-	
	MANDARIN ROAD TREE PLANTING	62,205	-	16,607	45,598	-	45,598	
PWOD15FPR8B	PATTON RD AND BEACH BVLD TREE PLANTING	62,080	62,080	-	-	-	-	
	<b>Subfund 15N Expenditures</b>	<b>131,834</b>	<b>63,375</b>	<b>22,860</b>	<b>45,599</b>	<b>1</b>	<b>45,598</b>	
	* Includes accounts with encumbrances and budget balances							
	<b>Subfund 15N Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>4,620,648</b>
PWCP351MIT	Better Jacksonville Plan							
	TREE MITIGATION PROJECT	1,717,826	-	-	1,717,826	-	1,717,826	
	<b>Better Jacksonville Plan (for Tree Mitigation) Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>						<b>1,717,826</b>	
	<b>Total 15F and 15N Funds</b>						<b>24,289,938</b>	
	<b>Better Jacksonville Plan - TREE MITIGATION PROJECT</b>						<b>1,717,826</b>	
	<b>Grand Total 04/11/2019</b>						<b>26,007,764</b>	
	<b>Grand Total 03/14/2019</b>						<b>25,869,174</b>	
	<b>Difference</b>						<b>138,590</b>	



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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)	\$19,669,291.03
15N (Charter)	\$4,020,647.01
Better Jacksonville Plan - Tree Mitigation Project	\$1,717,826.00
<b>Total:</b>	<b>\$26,007,764.04</b>



**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 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.*

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04/10/19

	FY2018 May	FY2018 June	FY2018 July	FY2018 August	FY2018 September	FY 2019 October	FY 2019 November	FY 2019 December	FY 2019 January	FY 2019 February	FY 2019 March	FY 2019 March
<b>FY 2018 Revenues by month</b>												
34375 TREE MITIGATION FUNDS - ARTICLE 25	63,240	28,520	15,035	78,707	34,100	48,100	112,999	96,792	54,168	26,146	119,640	12,876
361101 INVESTMENT POOL EARNINGS	33,435	19,610	40,772	40,877	45,812	-	27,825	31,552	39,249	42,747	54,262	-
36602 CONTRIBUTIONS FROM PRIVATE SOURCES	184,915	198,555	31,240	52,700	(120,465)	215,352	794,660	181,300	215,544	30,044	1,684,300	30,932
<b>(15F) TREE PROTECTION &amp; RELATED EXPENDITURES</b>	<b>281,590</b>	<b>246,685</b>	<b>87,047</b>	<b>172,284</b>	<b>(40,553)</b>	<b>263,452</b>	<b>935,484</b>	<b>309,644</b>	<b>308,961</b>	<b>98,936</b>	<b>1,858,202</b>	<b>43,808</b>
34375 TREE MITIGATION FUNDS - ARTICLE 25	42,000	125,245	15,620	103,331	23,325	52,875	152,212	45,675	198,209	15,905	8,633	4,599
361101 INVESTMENT POOL EARNINGS	5,982	3,539	7,409	7,695	8,828	-	5,404	6,137	7,646	8,450	10,914	-
<b>( 15N) TREE MITIGATION &amp; RELATED EXPENSE</b>	<b>47,982</b>	<b>128,784</b>	<b>23,029</b>	<b>111,026</b>	<b>32,153</b>	<b>52,875</b>	<b>158,591</b>	<b>51,812</b>	<b>205,855</b>	<b>24,356</b>	<b>19,547</b>	<b>4,599</b>
	<b>329,572</b>	<b>375,468</b>	<b>110,076</b>	<b>283,310</b>	<b>(8,400)</b>	<b>316,327</b>	<b>1,094,075</b>	<b>361,456</b>	<b>514,816</b>	<b>123,292</b>	<b>1,877,749</b>	<b>48,407</b>

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FY	DOC_NO	DOC SUFFIX	Sub fund	VENDOR_NAME	Amount	INDEX_CODE	Index Code Title
2019	CTPW07000014	01	15F	JACKSONVILLE ZOOLOGICAL SOCIETY	1031432.38	PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT
2019	PO3019740001	04	15F	THE DAVEY TREE EXPERT COMPANY	29663.46	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO3019740003	02	15F	THE DAVEY TREE EXPERT COMPANY	5994.5	PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING
2019	PO3019740004	02	15F	THE DAVEY TREE EXPERT COMPANY	22369.5	PWOD15FB DAS	BROWN'S DUMP ASH SITE TREE/PLANTING
2019	PO3019740005	02	15F	THE DAVEY TREE EXPERT COMPANY	117423	PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING
2019	PO7A02942006	01	15F	THE DAVEY TREE EXPERT COMPANY	11735.94	PWOD15FNMS	NORTH MAIN STREET LANDSCAPING
2019	PO7A02942017	01	15F	THE DAVEY TREE EXPERT COMPANY	6254.01	PWOD15FDTP	DOWNTOWN TREE PLANTING
2019	PO7A02942018	01	15F	THE DAVEY TREE EXPERT COMPANY	3672.84	PWOD15FOSABP	OLD ST.AUG AT BARTRAM PARK
2019	PO7A02942019	01	15F	THE DAVEY TREE EXPERT COMPANY	25305.09	PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK
2019	PO7A02942021	01	15F	THE DAVEY TREE EXPERT COMPANY	6246.52	PWOD15FATPP	AVONDALE TREE PLANTING PLAN
2019	PO7A02942023	01	15F	THE DAVEY TREE EXPERT COMPANY	5287.17	PWOD15FLAVC	LENOX AVE.PLANTING VERNA TO CASSAT
2019	PO7A02942025	01	15N	THE DAVEY TREE EXPERT COMPANY	6253.17	PWOD15NHR	HARTS ROAD TREE PLANTING
2019	PO7A02942026	01	15F	THE DAVEY TREE EXPERT COMPANY	18856.68	PWOD15FPR8B	PATTON RD AND BEACH BLVD TREE PLANTING
2019	PO8A01798017	01	15F	LEWIS TREE SERVICE, INC.	290.35	PWML15F	TREE MAINTENANCE
2019	PO8A01798019	01	15F	LEWIS TREE SERVICE, INC.	88946.82	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO9A04239000	02	15F	ALLSTAR IRRIGATION	7856	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO9A05520000	01	15F	FERNANDINA MULCH & STONE, LLC.	29239	PWOD15FMANRD	MANDARIN ROAD TREE PLANTING
2019	PO9A05520000	02	15N	FERNANDINA MULCH & STONE, LLC.	16607.43	PWOD15NMANRD	MANDARIN ROAD TREE PLANTING
2019	PO9A06015000	01	15F	FERNANDINA MULCH & STONE, LLC.	81922.79	PWOD15FSPRTP	SPRINGFIELD PRESERVATION TREE PLANTING
2019	PO9A06784000	01	15F	FERNANDINA MULCH & STONE, LLC.	950	PWML15F630CT	630-CITY TREE PLANTING PROG

CITY OF JACKSONVILLE  
LEVEL 1 TREE PLANTING REQUESTS - 630-CITY

Attachment B

CARE Number	Date Entered	Issue Description	Location	Dept	Est. Compl.
1	2016-13348	Tree - Plant New Tree	MYRTLE AV N / GROTHE ST	Public Works	3/31/2016
2	2016-173383	Tree - Plant New Tree	3604 TORRE GRADE AV	Public Works	10/7/2016
3	2016-5012885	Tree - Plant New Tree	1389 BELVEDERE AV	Public Works	11/28/2016
4	2017-26813	Tree - Plant New Tree	2041 WHITNEY NICOLE LA	Public Works	8/3/2017
5	2017-99973	Tree - Plant New Tree	12826 SWAMP OWL LA	Public Works	12/14/2017
6	2018-106341	Tree - Plant New Tree	GREENLAND RD / OLD ST AUGUSTINE RD	Public Works	12/11/2019
7	2018-163753	Tree - Plant New Tree	2429 SUMMER TREE RD E	Public Works	3/22/2019
8	2018-199945	Tree - Plant New Tree	11634 SUMMERBROOK CT	Public Works	5/10/2019
9	2018-5028710	Tree - Plant New Tree	8544 RUCKMAN AV	Public Works	6/10/2019
10	2019-57015	Tree - Plant New Tree	BALTIM ST / CHEROKEE AV	Public Works	6/26/2020
11	2019-64133	Tree - Plant New Tree	1430 AVONDALE AV	Public Works	7/10/2020
12	2019-69435	Tree - Plant New Tree	3007 TIGER HOLE RD	Public Works	7/21/2020
13	2019-71461	Tree - Plant New Tree	316 5TH ST W	Public Works	7/24/2020
14	2019-73117	Tree - Plant New Tree	1149 TALBOT AV	Public Works	7/28/2020
15	2019-82491	Tree - Plant New Tree	CYPRESS LANDING DR / ASSISI LA	Public Works	8/12/2020
16	2019-83473	Tree - Plant New Tree	3221 PARK ST	Public Works	8/13/2020
17	2019-87397	Tree - Plant New Tree	1611 EDGEWOOD AV S	Public Works	8/19/2020
18	2019-96848	Tree - Plant New Tree	3243 REMINGTON ST	Public Works	9/2/2020
19	2019-99374	Tree - Plant New Tree	4360 ST JOHNS AV	Public Works	9/4/2020
20	2019-5010033	Tree - Plant New Tree	1628 EDGEWOOD AV S	Public Works	6/24/2020
21	2019-5010570	Tree - Plant New Tree	335 10 ST E	Public Works	6/30/2020
22	2019-5016274	Tree - Plant New Tree	CEDAR POINT RD / SAWPIT RD	Public Works	8/20/2020
23	2019-5017825	Tree - Plant New Tree	3306 KNIGHT ST	Public Works	9/2/2020
24	2019-5017843	Tree - Plant New Tree	3647 HEDRICK ST	Public Works	9/2/2020
25	2019-5018034	Tree - Plant New Tree	3725 PINE ST	Public Works	9/2/2020
26	2019-5018163	Tree - Plant New Tree	1323 LECHLADE ST	Public Works	9/3/2020
27	2019-5018678	Tree - Plant New Tree	3644 HEDRICK ST	Public Works	9/10/2020
28	2019-5019712	Tree - Plant New Tree	2661 FORBES ST	Public Works	9/17/2020
29	2019-107406	Tree - Plant New Tree	1467 BELVEDERE AV	Public Works	9/18/2020
30	2019-107460	Tree - Plant New Tree	1620 SEMINOLE RD	Public Works	9/18/2020
31	2019-107477	Tree - Plant New Tree	1332 AVONDALE AV	Public Works	9/18/2020
32	2019-108370	Tree - Plant New Tree	2751 HERSCHEL ST	Public Works	9/18/2020
33	2019-100388	Tree - Plant New Tree	3549 JACQUELINE DR	Public Works	6/20/2019
34	2019-109683	Tree - Plant New Tree	1210 MARKET ST N	Public Works	9/22/2020

## CITY OF JACKSONVILLE LEVEL 2 TREE PLANTING PROJECTS - ACTIVE

Visit <https://pg-cloud.com/JacksonvilleFL/> for City of Jacksonville Tree Project Maps

Visit [jaxtreemitigation.coj.net](http://jaxtreemitigation.coj.net) - Tree Fund City Projects for links to legislation and planting details

	Requesting Entity	Project Scope	Status
	<b>Kensington Association HOA Director</b>	30-50 trees requested within Kensington Lakes city right of ways along Kensington Gardens Blvd. and Kensington Lakes Dr to replace trees lost due to storm damage/disease; may include removals. Planting Plan pending.	In Development
	<b>St. Johns Episcopal Church Cathedral District Tree Planting</b>	50+ trees requested as Cathedral District (CD7) tree planting, may include removal of damaged/diseased trees. City right of way tree plantings within general proximity but not limited to State St to Catherine St. to Main St. to Adams St.; site evaluation scheduled	In Development
	<b>Executive Director, Tree Hill Nature Center</b>	22 trees requested in Tree Hill amphitheater parking area; site plan complete; no removals required; ready for review pending cost estimate per new countywide tree planting contract.	Submitted to Tree Commission & CM
	<b>San Marco Preservation Society and Greenscape, San Marco Tree Planting</b>	50-100 Trees requested in city right of ways within District 5, includes removal of damaged/diseased trees; site evaluation scheduled	In Development
	<b>Sheffield Elementary School PTA President</b>	10 Trees requested to provide shade for existing play area/field at Sheffield Elementary School; site visit complete - pending design and review.	Submitted to Tree Commission & CM

**CITY OF JACKSONVILLE TREE PLANTING PROJECTS - ACTIVE**

Visit <https://pg-cloud.com/jacksonvillefu/> for City of Jacksonville Tree Project Maps

Visit [jtreeinvestigation.coj.net](https://jtreeinvestigation.coj.net) - Tree Fund City Projects for links to legislation and planting details

CD	Project Title	Project Scope	Project or Ordinance Number	Division/Project Manager	Estimated Cost	Actual Cost	Anticipated Start Date	Actual Start Date	Anticipated Completion Date	Actual Completion Date	Status
7	Main Street	Tree removal and planting on N. Main St. between 1st St. and 7th St.	2017-0111-E	Public Works - Mowing and Landscape Richard Leon/Fred Pope	\$22,057.00	\$20,176.85	8/20/2018	8/20/2018	9/17/2018	10/18/2018	Complete
7	Harts Rd & Dunn Ave Medians and Streetscape in Downtown Jacksonville	5 Date Palms to be planted on two medians on Harts Rd. at the cross street of Dunn Ave. (Phase 1) 8 Date Palms to be planted as replacements in Downtown Jax (4 on Riverside Ave., 2 on Adam St. W, 1 on Forsyth St. W, 1 on Monroe St) (Phase 2) 13 Date Palms total. Includes removal of existing Date Palm stumps in city street planting boxes. Introduced by CM Gaffney. Appropriation from Tree Fund 15F.	2018-0007-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$62,540.03	\$62,540.03	Phase 1 4/10/2018 Phase 2 4/25/18	Phase 1 3/23/2018 Phase 2 4/30/18	Phase 1 6/11/18 Phase 2 6/11/18	6/11/2018	Complete
6	Old St. Augustine Rd Medians	Two median tree plantings on Old St. Augustine Rd. from Bartram Park Blvd to entrance of Palmetto Leaves Park South. (No removals) Introduced by CM Schellenberg. Appropriation from Tree Fund 15F.	2018-0043-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$18,364.21	\$18,364.21	4/20/2018	6/1/2018	8/8/2018	10/18/2018	Complete
14	King Street	King St. from College St to Park St., replacement planting on nine medians and sidewalk cut outs. Introduced by CM Love. Appropriation requested from 15F.	2018-0159-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$85,366.23	\$73,813.92	5/11/2018	5/11/2018	8/20/2018	10/18/2018	Complete
4	Patton Rd/Beach Blvd.-Southside	Right of Way Plantings on two adjacent sites at the intersection of Patton Rd and Beach Blvd. (no removals) and residential right of way plantings. Introduced by CM Scott Wilson and through citizen request. Appropriation requested from 15F (\$32,202.87) and 15N (\$62,080.49)	2018-0190-E	Public Works - Mowing and Landscape Dave McDaniel/Kathleen McGovern	\$94,283.36		11/15/2018	2/20/2019	3/14/2019	3/14/2019	Complete
14	Avondale Neighborhood -Tree Planting Plan	Tree Planting in City ROW on residential streets in Avondale replace dead/storm damaged trees. Introduced by CM Love. Appropriation requested from 15F.	2018-0273-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$31,232.60	\$31,232.60	7/19/2018	7/19/2018	8/20/2018	12/20/2018	Complete
4	Lenox Ave. Tree Planting	Tree Planting in City ROW tree planting (no removals) on Lenox Ave. from Shen Ave to Cassat Ave. Introduced by CM Dennis. Appropriation requested from 15F	2018-0307-E	Public Works - Mowing and Landscape Dave McDaniel/Kathleen McGovern	\$26,435.84	\$26,435.84	10/12/2018	10/15/2018	10/26/2018	12/20/2018	Complete
7	Harts Rd. II Medians and Right of Way	Tree Planting in City ROW and medians. Introduced by CM Gaffney	2018-0369-E	Public Works - Mowing and Landscape Dave McDaniel/Kathleen McGovern	\$31,265.81	\$31,265.81	9/12/2018	9/12/2018	10/2/2018	12/20/2018	Complete
6	Mandarin Rd. Tree Planting	Tree Planting in City ROW tree planting along new trail/walk and supplementing existing medians. (65 trees and MOT) Introduced by CM Schellenberg. Appropriation requested from 15N and 15F	2018-0791-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$166,045.00		3/25/2019				Installation in progress
7	Springfield Neighborhood Tree Planting - SPAR collaboration	Tree Planting in City ROW on residential streets and businesses in Springfield for tree planting requests and to replace dead/storm damaged trees. (146 trees) Introduced by CM Gaffney. Appropriation requested from 15F.	2018-0792-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$278,872.00		3/25/2019				Installation in progress
14	RAP Relief Neighborhood Tree Planting - RAP collaboration	Tree Planting in City ROW on residential streets and businesses in District 14 for tree planting requests and replacement dead/storm damaged trees (364 trees) Introduced by CM Love. Appropriation requested from 15F.	2019-0044-E	Public Works - Mowing and Landscape Richard Leon/Kathleen McGovern	\$781,748.00		4/20/2019				pending award

**From:** Goldsbury, Tom  
**Sent:** Monday, April 08, 2019 3:46 PM  
**To:** Chism, Cindy  
**CC:** Lucovsky, Jeffrey; Davis, Steven  
**Subject:** RE: Reminder - Tree Commission Meeting

**Questions for Tom Goldsbury: Attachment C, items 3, and 9. What other entities are authorized for an annual pruning permit? At this time only JEA and Right-of-Way and Ground Maintenance Division have annual permits. Are commercial developers keeping records of mitigated trees and how are the records kept? I don't know if/how any commercial developers are keeping track of tree mitigation. The records of trees being removed/replaced are kept on the approved plans. These same plans are used by the Landscape Inspector to approve the landscape inspection which is required to be approved prior to issuing a Final on the Building permit. Is there a way to check other than pulling the physical drawings and making site visits? No : Is the 14 point analysis listed in 656.1206(c) being done? Yes**

17. – Is \$50,000 enough for clearing an acre with no permit? Mr. November added that Mr. Goldsbury requested this be the amount during mediation. Mr. Hart pointed out that if there were only four trees, ten inches each, \$50,000 is too much. Mr. R. Robinson added that if there is no way to prove what was there before, it's difficult to assess it; there needs to be a deterrent. **CM Crescimbeni asked the Commissioner's to review 656.1208(c)(4) (Attachment D).** Additional comment, I did not request that amount, that was an amount already in the ordinance that the fine could be \$50,000 per acre. There is a whole new process in the ordinance where if we don't know exactly what was removed, BID will assess the \$50K per acre, but the offender has the right/responsibility to provide documentation as to why it should be reduced.

Thomas H. Goldsbury, P.E., C.B.O., Chief  
Building Inspection Division  
214 N. Hogan St. Rm 225  
Jacksonville, FL 32202  
904-255-8799  
[TomR@coj.net](mailto:TomR@coj.net)

## 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 is 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* means the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Application.

*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 qualified professional, such as a Florida Landscape Architect, Urban Forester, Certified Arborist, landscape designer, or other professional who has at least 5 years of experience in the design, administration, and inspection of public tree planting projects. 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 standard symbols, and includes basic information 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 Community Organization 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. **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-efile/>).

- c) In order to show that the applicant is currently operating in Duval County, attach a copy of the Florida Division of Corporations "Detail by Entity Name" webpage from [www.sunbiz.org](http://www.sunbiz.org). Go to this link:

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

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

- 1) A list of notable projects or work completed in Duval County by the Applicant; or
- 2) A copy of media publicity identifying work conducted in Duval County (i.e. news article or blog post)

**2. Community Organizations - Homeowners Association, Special District, or other unit of local government within Duval County:**

- a) For special districts or other unit of local government, 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) For Homeowners' Associations, 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 Application 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 Community Organization 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 1);
    - 2. Corporate Resolution Certification (if applicable) (Exhibit 2);
    - 3. Authorization to Plant Trees (Exhibit 3). 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 4**):
  - 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 4**):
  - 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 (**part of Exhibit 4**).
  - a) Background. Give an overall brief description of the project and the purpose.
  - b) List of Participants, including but not limited to the Applicant (which will become the "Contractor" as reflected in the Grant Agreement), the City, any volunteers, the Design Consultant, and the landscape contractor.
  - c) Roles, responsibilities and tasks for each Participant, such as
    - 1) engage the Design Consultant for preparation of the construction drawings and specifications;
    - 2) obtain final approval of the design from the City Landscape Architect;
    - 3) prepare the bid documents using the City's specifications as well as site specific specifications for the project, and bid out the implementation;

- 4) coordinate with the City for approval to use the selected bidder (City may use the City Continuous Contractor at the City's discretion);
- 5) provide project management for the implementation, maintenance, and warranty.
7. Performance Schedule (part of Exhibit 4). State when each phase of work will begin and end: design and construction documents; bidding out of final construction documents; planting; and maintenance.
8. Cost breakdown (Exhibit 5):
  - 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. The cost to warranty the plant material shall be provided for each of the following: 3 months, 1 year, and 2 years. The applicant may provide a cost for both irrigating the plantings and for non-irrigated planting projects. If this is done, then please provide the cost for the three lengths of warranty for both irrigation and non-irrigation.
9. An executed Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit. (Exhibit 6).
  - a) Grant Agreement template shall be included as part of Exhibit 6.
- E. Applications must be completed by the Application Deadline. More specifically:
  1. Applications are deemed complete if all requested and necessary information and documentary proof is provided, as outlined in this document and on the Application.

2. Prior to the submission of an Application, Applicants are strongly encouraged to discuss their conceptual and preliminary ideas with the Tree Commission staff.
3. Applicants may submit their Application to Tree Commission staff for review of completeness of the Application during a courtesy Application review period prior to each Application Deadline. See Section VII of these Instructions for the applicable time frames.
4. Feedback and input from Tree Commission staff may be provided regarding design if time permits.

**V. Application Review and Process.**

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

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

1. Each Applicant shall have 10 minutes to present their Application to the Tree Commission at the scheduled public meeting.
2. Commissioners shall receive a copy of all Applications and Staff Reports at least 14 days prior to the 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," and as that document is amended from time to time. The list is available at <http://www.coj.net/departments/public-works/docs/tree-commission/approved-street-trees-coj-final.aspx>.
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 period 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 tool is not based upon and 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. 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>				
<b>Award Session</b>	<b>Courtesy Application Review Period</b>	<b>Application Deadline</b>	<b>Staff review Deadline</b>	<b>Commission Meeting/Scoring</b>
1	November 1 through 3 weeks prior to Application Deadline	January 2	January 31	February meeting
2	March 1 through 3 weeks prior to Application Deadline	May 1	May 31	June meeting
3	July 1 through 3 weeks prior to Application Deadline	September 1	September 30	October meeting

**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

COMMUNITY ORGANIZATION 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 1**.
7. Attach Corporate Resolution Certification as **EXHIBIT 2**.
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 3**.

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

16. 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. 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://dg-cloud.com/JacksonvilleFL/#home> or through a similar visual design of the project; and
  - b. Attaching as **EXHIBIT 4**, the following:
    - i. Schematic Planting Plan including Location Map;
    - ii. Plant Schedule;

- iii. Scope of Work; and
  - iv. Performance Schedule.
  - c. The Tree Commission Approved Tree Planting List can be found here:  
(<http://www.coj.net/departments/public-works/docs/tree-commission/approved-street-trees-coj-final.aspx> )
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 5**.
      - 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. 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: \_\_\_\_\_
  5. Operations Analysis.
    - a. Describe the requirements to keep planted trees healthy: \_\_\_\_\_
    - b. Describe irrigation requirements, and if any is required beyond the first year: \_\_\_\_\_
  6. Identify the rationale for planting certain trees in certain place, i.e. "the right tree, right place" analysis: \_\_\_\_\_. Any deviations from the Tree Commission Approved Tree Planting List must be pre-approved by the Commission.

7. Attach the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit as **EXHIBIT 6**.
8. Any other information Applicant deems important to the Application: \_\_\_\_\_.

**JACKSONVILLE TREE COMMISSION'S  
Level 3  
TREE PLANTING PROGRAM  
APPLICATION FORM EXHIBIT LIST**

**EXHIBIT 1 – Proof of Eligibility**

**EXHIBIT 2 – Corporate Resolution Certification**

**EXHIBIT 3 – Authorization to Plant Trees**

**EXHIBIT 4 – Schematic Planting Plan, including Location Map, Plant Schedule, Scope of Work, and Performance Schedule**

**EXHIBIT 5 – Cost Breakdown**

**EXHIBIT 6 - Level 3 Program Affidavit, including the Grant Agreement template**



**PROOF OF APPLICANT ELIGIBILITY**

|

|

**EXHIBIT 1**

**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

**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:**

**LOCATION MAP,  
SCHEMATIC PLANTING PLAN,  
PLANT SCHEDULE,  
SCOPE OF WORK, AND  
PERFORMANCE SCHEDULE**

**EXHIBIT 4**

**COST BREAKDOWN**

**Administrative Fees**

**Design Consultant Fees**

**Construction**

**EXHIBIT 5**

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

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

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

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

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

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

**EXHIBIT 6**

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 “*Contractor*”).

RECITALS:

WHEREAS, pursuant to \_\_\_\_\_, the Jacksonville Tree Commission (“*Commission*”) established the Level 3 Community Organization Tree Planting Program (the “*Program*”), which program provides the process to apply for an appropriation by the City for 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 Contractor applied through the Commission to the City to receive project funding under the Program for the tree planting project more particularly described in Contractor’s project application; and

WHEREAS, the City has approved Contractor’s project application request and pursuant to Ordinance \_\_\_\_\_ has agreed to fund 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 Contractor’s application under the Program as recommended for approval 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 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.

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

“*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.

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

“*Project Funds*” shall mean the City funds provided to Contractor for the Project pursuant to this Agreement in the amount of \$ \_\_\_\_\_.

“*Project Budget and Cost Breakdown*” shall mean the 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 C attached hereto.

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

“*Project Location*” shall mean the Project location as more particularly described on Exhibit A.

**ARTICLE II**  
**Project**

2.1 Project Funds. Subject to the terms and conditions set forth in this Agreement, City agrees to pay and disburse the Project Funds to Contractor. Contractor acknowledges and agrees that the 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 Project Funds to Contractor. The Project Funds shall be the City’s maximum indebtedness to the Contractor under this Agreement. The Project Funds shall be used by the Contractor to fund the Project.

2.2 Project Scope. The 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 Project Funds; Reimbursement of Collection Costs.

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

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

3.1 Use of Project Funds. The Contractor shall expend the Project Funds solely and exclusively for the Project Scope, which shall be constructed on the Project Location. The Contractor shall not expend or otherwise use any or all of the 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. 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 the City's landscape architect prior to the commencement of the Project Scope. The Contractor shall use the 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 Contractor acknowledges and agrees that the 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 Additional Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Contractor shall strictly follow and comply with the additional terms and conditions contained on Exhibit E.

**ARTICLE IV**  
**Project Performance Schedule**

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

5.3 Subcontractors. The Contractor 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 Contractor shall deliver to the City a fully executed copy of each of the agreements between the Contractor 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 Contractor 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 Contractor 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 Contractor if, in the opinion of the City, any Draw, real property contemplated by this Agreement or any other collateral for the Project Funds would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Contractor 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 Contractor shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the Contractor 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 Contractor, representatives of the City shall have the right of access to the Contractor'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 Contractor 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 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 Contractor deems appropriate; provided however, that to the extent that the City furnishes to Contractor the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the Contractor has the need to enter into contracts with

vendors outside of persons employed by Contractor or companies affiliated with or controlled by the Contractor, then the Contractor agrees to include all such Jacksonville-based vendors in the process established by the Contractor 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 Contractor; and

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

## ARTICLE VI Draws

6.1 Maximum Amount. Provided that the Contractor has performed all obligations of the Contractor then due and subject to compliance by the Contractor with the terms and conditions of this Agreement, the City shall make Draws (each, a "*Draw*" and collectively, the "*Draws*") to Contractor for the Project Scope, up to the maximum amount of the Project Funds in accordance with the Approved Draw Schedule attached hereto as Exhibit G-1. Prior to Draw, the Contractor 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 Project 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 Contractor 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 Contractor pursuant to a Draw Request. The Contractor 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 Contractor 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 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 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 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 Contractor for such labor and materials and (c) the amount that the Contractor is seeking pursuant to the Draw Request. The Contractor shall attach to each Draw Request 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 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 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 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 Contractor shall have provided to the City, in form and substance satisfactory to the City, evidence that the 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 Contractor shall have provided to the City proof of insurance coverage as required in this Agreement;
- (c) The Contractor shall have submitted to the City a Draw Request pursuant to Section 6.4 hereof;
- (d) The 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 Contractor on particular items and the remaining costs of the Project Scope; and
- (e) The 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 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 Contractor of the 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 Contractor acknowledges that the 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 \_\_\_\_\_ (\_\_\_\_\_) 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 Contractor for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken

by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Contractor under any other agreement or transaction between the Contractor 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 Contractor of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Contractor and shall not be deemed to be a waiver of the City's right to notify the Contractor of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

**ARTICLE VIII**  
**Contract Managers**

8.1 Contract Managers. Each party to this Agreement will designate a Contract Manager whose responsibility shall be to oversee that party's performance of its duties and obligations under this Agreement. As of the Effective Date, the City's Contract Manager is Kathleen McGovern, City Aborist, 609 St. Johns Bluff, Jacksonville, FL 32225; Phone Number: (904) 255-8202, and Contractor's Contract Manager is \_\_\_\_\_ . The City and Contractor shall each provide prompt written notice to the other party of any changes to its Contract Manager or his or her contact information, provided such changes shall not be deemed contract amendments and may be provided by email.

**ARTICLE IX**  
**Records**

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

9.2 Prohibited Use. The Contractor shall not use any portion of the 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 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 Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

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

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

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

11.3 This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Contractor, 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 Contractor, any judgment, order, decree, writ or injunction to which the Contractor is bound, or any provision of any applicable law or regulation to which the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Project Location has been received, and the 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  
Mowing and Landscape Maintenance Division  
609 St. Johns Bluff Rd.  
Jacksonville, Florida 32225  
Attention: Chief

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

To 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 effect 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 Contractor 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 Contractor 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 Contractor 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 Contractor represents and warrants to the City that Contractor has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Contractor 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 Contractor 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 Contractor 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 Contractor shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement and the Security Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents and to identify and subject to the liens of the Security Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Security Documents against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents.

12.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The 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 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 Contractor, the Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

12.17 Ethics. The Contractor represents and warrants to the City that 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 contract 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 Contractor shall guarantee to the City that in the event the Contractor's recipient homeowner sells, assigns, conveys, or otherwise transfers any interest in the Project Location at any time, the full amount of the Project Funds disbursed to 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: \_\_\_\_\_ By: \_\_\_\_\_  
James R. McCain, Jr. Lenny Curry, Mayor  
Corporation Secretary

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

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

Account #: \_\_\_\_\_  
Sub-Object: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

**FORM APPROVED:**

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

**LIST OF EXHIBITS**

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



**EXHIBIT A**

**Project Location**

(attach Schematic Planting Plan from Application)

DRAFT

**EXHIBIT B**

**Project Scope**

(include Plant Schedule from Application)

DRAFT

**EXHIBIT C**

**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:

1. Contractor will abide by the City of Jacksonville specifications for the planting of trees, incidental landscaping and design and installation of irrigation;
2. Contractor's tree planting project ("Project") will be reviewed by a City Landscape Architect and designed by a qualified professional such as a Florida Landscape Architect, urban forester, Certified Arborist, landscape designer, or other professional who has at least five (5) years of experience in the design, administration and inspection of public tree planting projects;
3. Contractor will provide the City with a warranty for a time period of either three (3) months one (1) year, or two (2) years to maintain all Project trees after planting. The City shall determine the required length of the warranty period on a per project basis;
4. 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 for warranty of the project material in an amount of 15% of the total cost of the job for a time period not to exceed two (2) years, based upon the time period determined in the above Paragraph 3 of this Exhibit E. The City shall determine the required length of the performance and payment bond on a per project basis;
5. 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.
6. Contractor shall provide copies of at least three (3) bid responses from subcontractors. No bid response from a subcontractor may be considered a response for purposes of satisfying the three (3) bid response requirement in this section. The City has the right to compare the cost of the 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.
7. Unless otherwise approved by the Tree Commission, Contractor agrees that the Project trees shall be contained on the Tree Commission's Approved Tree Planting List.
8. Unless otherwise approved by the Tree Commission, 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>.
9. 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://dg-cloud.com/JacksonvilleFL/>.
10. 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"

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**EXHIBIT F**

**Landscape Specifications and Planting Details**

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**EXHIBIT G-1**

**Approved Draw Schedule**  
(to be determined and provided by the City and Contract Manager)

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EXHIBIT G-2

DRAW REQUEST FORM

Name: \_\_\_\_\_ Request/Draw Number: \_\_\_\_\_  
Address: \_\_\_\_\_ Document Number: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_

**In order to receive payment, Contractor must submit this completed Draw Request Form to the City's Contract Manager: Kathleen McGovern, City Arborist, 609 St. Johns Bluff Rd., Jacksonville, FL 32225; [kmcgovern@coj.net](mailto:kmcgovern@coj.net); (904) 255-4327.**

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.**

CONTRACTOR PAYMENT REQUEST

Payment # \_\_\_\_\_ = 100 % Complete

Total Project Cost: \$ \_\_\_\_\_

Amount Requested in this Draw: \$ \_\_\_\_\_

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

Contractor: \_\_\_\_\_

Project Location Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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.)

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## Public Works Tree Replacement Programs (as of 4/8/19)

1. Remove and Replace (a/k/a "Tree Replacement Program").
  - a. Tree removed must be:
    - i. within the right-of-way in Duval County;
    - ii. damaged; dead; in impending decline, or a hazard to the public health; and
    - iii. replaced within 6 months pursuant to below criteria.
  - b. Replacement tree must be:
    - i. replaced within 6 months of the tree removal;
    - ii. species on the Tree Commission approved list ;
    - iii. approved by City Arborist;
    - iv. planted in close proximity to tree removed (in R/W adjacent to parcel abutting tree removal site, or across the street from removal site, so long as it is no more than 100 feet away from removal site).
2. Level 1 (a/k/a/ "630-CITY Tree Planting Program")
  - a. Property owners have requested trees through 630-CITY;
  - b. Planting location must be within the R/W in Duval County;
  - c. Location and species must be approved by City Arborist; and
  - d. Maximum of 2 trees within a one year period, unless approved by Tree Commission.
3. Level 2 Tree Planting Program
  - a. Location of planting must be:
    - i. within Duval County; and
    - ii. on public property such as a R/W, park or school.
  - b. Request must be:
    - i. on Level 2 Community Organization Tree Planting Program Form, preferably containing a schematic design with locations and species of trees;
    - ii. number of trees may not exceed 200;
    - iii. schematic design to be approved or generated by City Arborist; and
    - iv. request heard by Tree Commission for recommendation to MBRC for approval.
  - c. Public Works supplies District CM with copy of request when received.
  - d. Project may be separately bid, or the City's Continuous Tree contractor may be used.

**CITY OF JACKSONVILLE  
LEVEL 1 TREE PLANTING REQUESTS - 630-CITY**

CARE Number	Date Entered	Issue Description	Location	Dept	Est. Compl.	
1	2016-13348	10/19/2015	Tree - Plant New Tree	Myrtle AV N / GROTHE ST	Public Works	3/31/2016
2	2016-173383	6/1/2016	Tree - Plant New Tree	3604 TORRE GRANDE AV	Public Works	10/7/2016
3	2016-5012885	3/11/2016	Tree - Plant New Tree	1389 BELVEDERE AV	Public Works	11/28/2016
4	2017-26813	11/10/2016	Tree - Plant New Tree	2041 WHITNEY NICOLE LA	Public Works	8/3/2017
5	2017-99973	3/29/2017	Tree - Plant New Tree	12826 SWAMP OWL LA	Public Works	12/14/2017
6	2018-106341	4/5/2018	Tree - Plant New Tree	GREENLAND RD / OLD ST AUGUSTINE RD	Public Works	12/11/2019
7	2018-163753	6/29/2018	Tree - Plant New Tree	2429 SUMMER TREE RD E	Public Works	3/22/2019
8	2018-199945	8/20/2018	Tree - Plant New Tree	11634 SUMMERBROOK CT	Public Works	5/10/2019
9	2018-5028710	6/13/2018	Tree - Plant New Tree	8544 RUCKMAN AV	Public Works	6/10/2019
10	2019-57015	1/14/2019	Tree - Plant New Tree	BALTIC ST / CHEROKEE AV	Public Works	6/26/2020
11	2019-64133	1/28/2019	Tree - Plant New Tree	1430 AVONDALE AV	Public Works	7/10/2020
12	2019-69435	2/6/2019	Tree - Plant New Tree	3007 TIGER HOLE RD	Public Works	7/21/2020
13	2019-71461	2/11/2019	Tree - Plant New Tree	316 5TH ST W	Public Works	7/24/2020
14	2019-73117	2/13/2019	Tree - Plant New Tree	1149 TALBOT AV	Public Works	7/28/2020
15	2019-82491	3/1/2019	Tree - Plant New Tree	CYPRESS LANDING DR / ASSISI LA	Public Works	8/12/2020
16	2019-83473	3/4/2019	Tree - Plant New Tree	3221 PARK ST	Public Works	8/13/2020
17	2019-87397	3/8/2019	Tree - Plant New Tree	1611 EDGEWOOD AV S	Public Works	8/19/2020
18	2019-96848	3/22/2019	Tree - Plant New Tree	3243 REMINGTON ST	Public Works	9/2/2020
19	2019-99374	3/26/2019	Tree - Plant New Tree	4360 ST JOHNS AV	Public Works	9/4/2020
20	2019-5010033	1/10/2019	Tree - Plant New Tree	1628 EDGEWOOD AV S	Public Works	6/24/2020
21	2019-5010570	1/16/2019	Tree - Plant New Tree	335 10 ST E	Public Works	6/30/2020
22	2019-5016274	3/11/2019	Tree - Plant New Tree	CEDAR POINT RD / SAWPIT RD	Public Works	8/20/2020
23	2019-5017825	3/22/2019	Tree - Plant New Tree	3306 KNIGHT ST	Public Works	9/2/2020
24	2019-5017843	3/22/2019	Tree - Plant New Tree	3647 HEDRICK ST	Public Works	9/2/2020
25	2019-5018034	3/24/2019	Tree - Plant New Tree	3725 PINE ST	Public Works	9/2/2020
26	2019-5018163	3/25/2019	Tree - Plant New Tree	1323 LECHLADE ST	Public Works	9/3/2020
27	2019-5018678	3/29/2019	Tree - Plant New Tree	3644 HEDRICK ST	Public Works	9/10/2020
28	2019-5019712	4/6/2019	Tree - Plant New Tree	2661 FORBES ST	Public Works	9/17/2020
29	2019-107406	4/8/2019	Tree - Plant New Tree	1467 BELVEDERE AV	Public Works	9/18/2020
30	2019-107460	4/8/2019	Tree - Plant New Tree	1620 SEMINOLE RD	Public Works	9/18/2020
31	2019-107477	4/8/2019	Tree - Plant New Tree	1332 AVONDALE AV	Public Works	9/18/2020
32	2019-108370	4/8/2019	Tree - Plant New Tree	2751 HERSCHEL ST	Public Works	9/18/2020
33	2019-100388	3/27/2019	Tree - Plant New Tree	3549 JACQUELINE DR	Public Works	6/20/2019
34	2019-109683	4/10/2019	Tree - Plant New Tree	1210 MARKET ST N	Public Works	9/22/2020

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
<b>Subfund 15F Revenue</b>							
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	31,640,503	44,662,188		13,021,685		13,021,685
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	7,923,308	8,908,017		984,710		984,710
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	-	8,580		8,580		8,580
TRIN15FFR31R	TRF TO 15F TREE PROTECTION FR 31F	392	392		-		-
	CONVERSION AND NONCASH REVENUE ENTRIES		338,836		338,836		338,836
<b>Total Subfund 15F Revenue</b>		<b>39,564,204</b>	<b>53,918,014</b>	<b>-</b>	<b>14,353,810</b>		<b>14,353,810</b>
<b>* Subfund 15F Expenditures</b>							
PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING	587,850	581,856	5,995	-	-	-
PWOD15FNMS	NORTH MAIN STREET LANDSCAPING	62,057	50,321	11,736	-	-	-
PWOD15FBDas	BROWN'S DUMP ASH SITE TREE/PLANTING	364,730	342,361	22,370	-	-	-
PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING	494,215	376,792	117,423	-	-	-
PWOD15FDCS	DUVAL COUNTY SCHOOL BOARD PROPERTY	125,000	32,757	-	92,244	-	92,244
PWOD15FDTP	DOWNTOWN TREE PLANTING	38,822	32,568	6,254	-	-	-
PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT	1,824,408	792,976	1,031,432	-	-	-
PWOD15FIBCL	INTERSEC,BRIDGE,MISC 09/10 LANDSCAPING	100,000	81,532	-	18,468	-	18,468
PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY	4,979,980	4,672,461	126,466	181,053	-	181,053
PWML15F	TREE MAINTENANCE	2,149,689	2,119,973	290	29,425	-	29,425
PWOD15FATPP	AVONDALE TREE PLANTING PLAN	31,233	24,986	6,247	-	-	-
PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK	85,366	60,061	25,305	-	-	-
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
PWML15F630CT	630-CITY TREE PLANTING PROG	200,000	-	950	199,050	-	199,050
PWOD15FMANRD	MANDARIN ROAD TREE PLANTING	103,840	-	29,239	74,601	-	74,601
PWOD15FSPRTR	SPRINGFIELD PRESERVATION TREE PLANTING	278,872	-	81,923	196,949	-	196,949
PWOD15FRAPR	RIVERSIDE AVONDALE PRES - RELEAF	781,748	-	-	781,748	-	781,748
PWOD15FLTTPP	LEVEL 2 TREE PLANTING PROGRAM	1,000,000	-	-	1,000,000	-	1,000,000
PWOD15FTP	TREE PROTECTION & RELATED EXPENSES	3,548,513	2,097,444	-	1,451,069	1,449,105	1,964
JXSF15FPW	TREE PROTECTION & RELATED EXPENDITURES	2,000,635	-	-	2,000,635	2,000,635	-
JXSF15F	TREE PROTECTION & RELATED EXPENDITURES	1,865,741	-	-	1,865,741	1,865,741	0
<b>Subfund 15F Expenditures</b>		<b>23,027,427</b>	<b>12,406,492</b>	<b>1,506,792</b>	<b>9,114,142</b>	<b>5,315,481</b>	<b>3,798,662</b>

\* Includes accounts with encumbrances and budget balances

Unencumbered Budget Balance

Revenues

Expenditures

Unencumbered Balance net of Reserves

14,353,810

9,114,142

(3,798,662)

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
Subfund 15F Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)							19,669,291

INDEX CODE	Index Code Titles	BUDGET	Actual	Encumbrance	Unencumbered Budget Balance	Reserves	Unencumbered Balance net of Reserves
<b>Subfund 15N Revenue</b>							
PWOD15NTM	TREE MITIGATION & RELATED EXPENSES	305,139	4,925,785	-	4,620,646		
	<b>Total Subfund 15N Revenue</b>	<b>305,139</b>	<b>4,925,785</b>	<b>-</b>	<b>4,620,646</b>	<b>-</b>	<b>-</b>
<b>*</b>	<b>Total Subfund 15N Revenue</b>	<b>305,139</b>	<b>4,925,785</b>	<b>-</b>	<b>4,620,646</b>		<b>4,620,646</b>
<b>*Subfund 15N Expenditures</b>							
PWOD15NHR	HARTS ROAD TREE PLANTING	7,548	1,294	6,253	-	-	-
JXSF15N	TREE MITIGATION & RELATED EXPENSE	1	-	-	1	1	-
	MANDARIN ROAD TREE PLANTING	62,205		16,607	45,598		45,598
PWOD15FPRBB	PATTON RD AND BEACH BULD TREE PLANTING	62,080	62,080	-	-	-	-
	<b>Subfund 15N Expenditures</b>	<b>131,834</b>	<b>63,375</b>	<b>22,860</b>	<b>45,599</b>	<b>1</b>	<b>45,598</b>
* Includes accounts with encumbrances and budget balances							
<b>Subfund 15N Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>4,620,648</b>
<b>Better Jacksonville Plan</b>							
PWCP351MIT	TREE MITIGATION PROJECT	1,717,826	-	-	1,717,826	-	1,717,826
<b>Better Jacksonville Plan (for Tree Mitigation) Available to Appropriate (Budget less Actual less Encumbrance less Unencumbered Budget balance)</b>							<b>1,717,826</b>
<b>Total 15F and 15N Funds</b>							<b>24,289,938</b>
<b>Better Jacksonville Plan - TREE MITIGATION PROJECT</b>							<b>1,717,826</b>
<b>Grand Total 04/11/2019</b>							<b>26,007,764</b>
<b>Grand Total 03/14/2019</b>							<b>25,869,174</b>
Difference							138,590


FY	DOC_NO	DOC SUFFIX	Sub fund	VENDOR_NAME	Amount	INDEX_CODE	Index Code Title
2019	CTPW07000014	01	15F	JACKSONVILLE ZOOLOGICAL SOCIETY	1031432.38	PWOD15FZLAE	ZOO LANDSCAPING-ASIAN EXHIBIT
2019	PO3019740001	04	15F	THE DAVEY TREE EXPERT COMPANY	29663.46	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO3019740003	02	15F	THE DAVEY TREE EXPERT COMPANY	5994.5	PWOD15FFSAS	FORREST STREET ASH SITE TREE/PLANTING
2019	PO3019740004	02	15F	THE DAVEY TREE EXPERT COMPANY	22369.5	PWOD15FBDAS	BROWN'S DUMP ASH SITE TREE/PLANTING
2019	PO3019740005	02	15F	THE DAVEY TREE EXPERT COMPANY	117423	PWOD15FFCAS	5TH & CLEVELAND ASH SITE TREE/PLANTING
2019	PO7A02942006	01	15F	THE DAVEY TREE EXPERT COMPANY	11735.94	PWOD15FNMS	NORTH MAIN STREET LANDSCAPING
2019	PO7A02942017	01	15F	THE DAVEY TREE EXPERT COMPANY	6254.01	PWOD15FDTP	DOWNTOWN TREE PLANTING
2019	PO7A02942018	01	15F	THE DAVEY TREE EXPERT COMPANY	3672.84	PWOD15FOSABP	OLD ST.AUG AT BARTRAM PARK
2019	PO7A02942019	01	15F	THE DAVEY TREE EXPERT COMPANY	25305.09	PWOD15FKSCP	KING ST. PLANTING COLLEGE TO PARK
2019	PO7A02942021	01	15F	THE DAVEY TREE EXPERT COMPANY	6246.52	PWOD15FATPP	AVONDALE TREE PLANTING PLAN
2019	PO7A02942023	01	15F	THE DAVEY TREE EXPERT COMPANY	5287.17	PWOD15FLAVC	LENOX AVE.PLANTING VERNA TO CASSAT
2019	PO7A02942025	01	15N	THE DAVEY TREE EXPERT COMPANY	6253.17	PWOD15NHR	HARTS ROAD TREE PLANTING
2019	PO7A02942026	01	15F	THE DAVEY TREE EXPERT COMPANY	18856.68	PWOD15FPRBB	PATTON RD AND BEACH BLVD TREE PLANTING
2019	PO8A01798017	01	15F	LEWIS TREE SERVICE, INC.	290.35	PWML15F	TREE MAINTENANCE
2019	PO8A01798019	01	15F	LEWIS TREE SERVICE, INC.	88946.82	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO9A04239000	02	15F	ALLSTAR IRRIGATION	7856	PWOD15FROW	COUNTY-WIDE TREE PROG-RIGHT OF WAY
2019	PO9A05520000	01	15F	FERNANDINA MULCH & STONE, LLC.	29239	PWOD15FMANRD	MANDARIN ROAD TREE PLANTING
2019	PO9A05520000	02	15N	FERNANDINA MULCH & STONE, LLC.	16607.43	PWOD15NMANRD	MANDARIN ROAD TREE PLANTING
2019	PO9A06015000	01	15F	FERNANDINA MULCH & STONE, LLC.	81922.79	PWOD15FSPRTP	SPRINGFIELD PRESERVATION TREE PLANTING
2019	PO9A06784000	01	15F	FERNANDINA MULCH & STONE, LLC.	950	PWML15F630CT	630-CITY TREE PLANTING PROG



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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):	\$19,669,291.03
15N (Charter):	\$4,620,647.61
Better Jacksonville Plan - Tree Mitigation Project:	\$1,717,826.00
<b>Total:</b>	<b>\$26,007,764.64</b>



### FILE AN ISSUE

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

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

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

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125%

04/10/19

	FY2018	FY2018	FY2018	FY2018	FY2018	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019
<u>FY 2018 Revenues by month</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>	<u>February</u>	<u>March</u>	<u>March</u>
34375 TREE MITIGATION FUNDS - ARTICLE 25	63,240	28,520	15,035	78,707	34,100	48,100	112,999	96,792	54,168	26,146	119,640	12,876
361101 INVESTMENT POOL EARNINGS	33,435	19,610	40,772	40,877	45,812	-	27,825	31,552	39,249	42,747	54,262	-
36602 CONTRIBUTIONS FROM PRIVATE SOURCES	184,915	198,555	31,240	52,700	(120,465)	215,352	794,660	181,300	215,544	30,044	1,684,300	30,932
<b>(15F) TREE PROTECTION &amp; RELATED EXPENDITURES</b>	<b>281,590</b>	<b>246,685</b>	<b>87,047</b>	<b>172,284</b>	<b>(40,553)</b>	<b>263,452</b>	<b>935,484</b>	<b>309,644</b>	<b>308,961</b>	<b>98,936</b>	<b>1,858,202</b>	<b>43,808</b>
34375 TREE MITIGATION FUNDS - ARTICLE 25	42,000	125,245	15,620	103,331	23,325	52,875	152,212	45,675	198,209	15,905	8,633	4,599
361101 INVESTMENT POOL EARNINGS	5,982	3,539	7,409	7,695	8,828	-	5,404	6,137	7,646	8,450	10,914	-
<b>( 15N) TREE MITIGATION &amp; RELATED EXPENSE</b>	<b>47,982</b>	<b>128,784</b>	<b>23,029</b>	<b>111,026</b>	<b>32,153</b>	<b>52,875</b>	<b>158,591</b>	<b>51,812</b>	<b>205,855</b>	<b>24,356</b>	<b>19,547</b>	<b>4,599</b>
	<b>329,572</b>	<b>375,468</b>	<b>110,076</b>	<b>283,310</b>	<b>(8,400)</b>	<b>316,327</b>	<b>1,094,075</b>	<b>361,456</b>	<b>514,816</b>	<b>123,292</b>	<b>1,877,749</b>	<b>48,407</b>