<table>
<thead>
<tr>
<th>UNDER CODE</th>
<th>Index Code Title</th>
<th>BUDGET</th>
<th>Actual</th>
<th>Encumbrances</th>
<th>Unencumbered Budget Balance</th>
<th>Reserves</th>
<th>Unencumbered Balance net of Reserves</th>
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<tr>
<td>PHO/0010120</td>
<td>COUNTY WIDE TREE PROS RIGHT OF WAY</td>
<td>4,476,840</td>
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<td>PHO/0010270</td>
<td>TREE MAINTENANCE</td>
<td>2,199,889</td>
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<td>169,045</td>
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<td>PHO/0010270</td>
<td>AYAHUDA TREE PLANTING PLAN</td>
<td>1,353,384</td>
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<td>AIM SADE PLANTING COURSE TO PARK</td>
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<td>PHO/0010270</td>
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<td>-</td>
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<tr>
<td>PHO/0010270</td>
<td>COUNTY WIDE TREE PROS PRESERVATION PARKS</td>
<td>1,500,000</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>PHO/0010270</td>
<td>LINC AND PLANTING VERNA TO CASAD</td>
<td>11,030</td>
<td>71,145</td>
<td>5,287</td>
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<td>-</td>
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<tr>
<td>PHO/0010270</td>
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<tr>
<td>PHO/0010270</td>
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<td>Total Subtotal IIF Revenue</td>
<td>20,802,667</td>
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<td>1,521,833</td>
<td>7,293,978</td>
<td>4,552,084</td>
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* Includes encumbrances with encumbrances and budget balances

<table>
<thead>
<tr>
<th>Unencumbered Budget Balance</th>
<th>Reserves</th>
<th>Unencumbered Balance net of Reserves</th>
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<tr>
<td>34,140,362</td>
<td>2,199,674</td>
<td>31,940,688</td>
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Subtotal IIF Available in Appropriations [Budget less Actual less Encumbrances less Unencumbered Budget balance] 4,552,084
<table>
<thead>
<tr>
<th>BUDGET</th>
<th>Actual</th>
<th>Encumbrance</th>
<th>Unencumbered</th>
<th>Reserves</th>
<th>Unencumbered Balance  as of</th>
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<tbody>
<tr>
<td>Revenue</td>
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<td></td>
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<tr>
<td>Total 205 Revenue</td>
<td>251,951</td>
<td>4,614,610</td>
<td>4,428,495</td>
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<tr>
<td>Total 205 Revenue</td>
<td>252,554</td>
<td>4,617,519</td>
<td>4,428,495</td>
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<tr>
<td>Total Subtotal 205 Revenue</td>
<td>252,554</td>
<td>4,617,519</td>
<td>4,428,495</td>
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**Subtotal 205 Expenditures**

<table>
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<tr>
<th>Classification</th>
<th>Budget</th>
<th>Actual</th>
<th>Encumbrance</th>
<th>Unencumbered</th>
<th>Reserves</th>
<th>Unencumbered Balance  as of</th>
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<td>Amer. Soc. Tree Planting</td>
<td>7,249</td>
<td>3,246</td>
<td>3,004</td>
<td>651</td>
<td>1</td>
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<tr>
<td>Amer. Soc. Tree Planting</td>
<td>7,249</td>
<td>3,246</td>
<td>3,004</td>
<td>651</td>
<td>1</td>
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<tr>
<td>Subtotal 205 Expenditures</td>
<td>79,629</td>
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<td>68,335</td>
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Subtotal 205 Available to Appropriation (Budget less Actual less Encumbrance less Unencumbered Budget balance)

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<thead>
<tr>
<th>Classification</th>
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Total 105 and 109 Funds

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<td>Better Jacksonville Plan - TREE MITIGATION PROJECT</td>
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<tr>
<td>Total 09/08/2013</td>
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<td>Final Total 12/31/2018</td>
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**Difference**

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<td>Difference</td>
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<tr>
<td>34375 TREE MITIGATION FUNDS - ARTICLE 25</td>
<td>17,931</td>
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<tr>
<td>361201 INVESTMENT POOL EARNINGS</td>
<td>20,012</td>
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<tr>
<td>36602 CONTRIBUTIONS FROM PRIVATE SOURCES</td>
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<tr>
<td><strong>[15P] TREE PROTECTION &amp; RELATED EXPENDITURES</strong></td>
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<td>34375'S TREE MITIGATION FUNDS - ARTICLE 25</td>
<td>26,115</td>
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<tr>
<td>361201 INVESTMENT POOL EARNINGS</td>
<td>5,117</td>
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<td><strong>[15N] TREE MITIGATION &amp; RELATED EXPENSE</strong></td>
<td>31,332</td>
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<tr>
<td><strong>540,156 208,725 482,122 329,572 375,468 110,076 283,310 (8,400) 316,127 1,094,075 365,456</strong></td>
<td>540,156</td>
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<td>2019</td>
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1,630,996.43
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<td>Active</td>
<td>In progress</td>
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<td></td>
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</tbody>
</table>
Overview
This affordably-priced soil moisture sensor offers a two-tone design for easy installation. In addition, the EC-5 is a smart sensor, allowing users to launch monitoring systems quickly, easily, and affordably. Since HOBO data loggers recognize this sensor, no complicated programming or setup is required. The EC-5 integrates with the field-proven ECThoo™ Sensor and a 12-bit A/D. It provides ±3% accuracy in typical soil conditions, and ±2% accuracy with soil-specific calibration. Readings are provided directly in volumetric water content. This sensor is designed to maintain low sensitivity to salinity and textural effects.

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

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

https://www.onsetcomp.com/products/sensors/s-smc-m005
Detailed Specifications

ECS Moisture Smart Sensor

**Measurement Range**
- In soil: 0 to 0.500 m³/m³
- Extended range: 0.401 to 2.574 m³/m³ (full scale)

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

**Accuracy:** ± 0.031 m³/m³ (±3.1%) typical 0 to 50°C (32° to 122°F), ±0.020 m³/m³ (±2%) with soil specific calibration.

This is a system level accuracy specification and is comprised of the ECH2O probe's accuracy of ±0.03 m³/m³ typical (±0.02 m³/m³ soil specific) plus the smart sensor adapter accuracy of ±0.01 m³/m³ at 25°C (77°F). There are additional temperature accuracy deviations of ±0.003 m³/m³/°C maximum for the ECH2O probe across operating temperature environment, typical < ±0.001 m³/m³/°C. (The temperature dependence of the smart sensor adapter is negligible.)

**Resolution:** 0.0007 m³/m³ (0.07%)

**Soil probe dimensions:** 89 x 15 x 1.5 mm (3.5 x 0.6 x 0.06 in.)

**Weight:** 180 grams (0.3 oz)

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

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

While the sensor probe and cable can safely operate at below freezing temperatures (to -40°C/104°F) and up to 75°C (167°F), the soil moisture data collected at these extreme temperatures is outside of the sensor's accurate measurement range.

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

**Sensor frequency:** 70 MHz

**Bits per sample:** 12

**Number of data channels:** 1

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

https://www.onsetcomp.com/products/sensors/s-smc-m005

1/10/2019
This diagram shows a Vantage Pro2 weather station sending data wirelessly to the WeatherLink.com server via Bluetooth or WiFi network connection. The data is then accessible from the WeatherLink.com website.

1. **Vantage Pro2 Station**
2. **WeatherLink.com**
3. **Bluetooth/WiFi Connection**
4. **Data Transmission**

For more information, visit www.davisvantage.com.
EnviroMonitor Gateway

Product number: 6800

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

Support Documents | Product Brochure

Region-specific versions available for this product. Find a reseller in your area for shipments outside of USA/Canada.

Select quantity:

US - 1 + INT - 0 + CAN - 0 +

Product Price
$795.00
+ Activation Fee $25.00

View Service Plans

https://www.davisinstruments.com/product/environmonitor-gateway/
Measure, Monitor, and Manage Field Data

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

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

Includes/Requires

The Gateway is a self-contained, weather-resistant, solar-powered unit that communicates over a cellular connection. It includes a rechargeable 9 volt backup battery and comes with mounting hardware. Requires an annual service plan and one-time activation fee. Requires a service plan for transmitting data (see below), and 4 D-cell batteries for backup power (not included).

https://www.davisinstruments.com/product/enviromonitor-gateway/
Wireless Leaf & Soil Moisture/Temperature Station

Product number: 6346
Solar-powered station includes transmitter and battery inside weather-resistant shelter.

Support Documents

Region-specific versions available for this product. Find a reseller in your area for shipments outside of USA/Canada.

Select quantity:
- 1 +

Product Price
$225.00


1/10/2019
Add sensors for customized station

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

See also the complete Soil Moisture/Temperature Station (#96345CS), which includes a soil moisture sensor and a temperature probe.


Irrigate wisely

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

Compatibility

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

Reliable spread-spectrum, frequency hopping transmission transmits up to 1000 ft. (300 m).
Vantage Connect® for Wireless Stations (GPRS/GSM)

Product number: 6622

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

Support Documents | Product Brochure

Region-specific versions available for this product. Find a reseller in your area for shipments outside of USA/Canada.

Select quantity:

US - 1 +  CAN - 0 +

Product Price

$825.00

Add to Cart

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

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

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

EnviroMonitor Node

Product number: 6810
Collect sensor data and transmit it to an EnviroMonitor Gateway. A variety of Davis and third-party sensors can report data to the Node including temperature, humidity, rainfall, leaf wetness, soil moisture, soil salinity, pressure, and more.

Support Documents | Product Brochure

Select quantity:

- 1 +

Product Price
$395.00

https://www.davisinstruments.com/product/enviromonitor-node/

1/10/2019
AGRATRONIX 20" HT-PRO PROBE-STYLE HAY MOISTURE TESTER | 07120

PRICE: $208.54

★ ★ ★ ★ ★ 1 Review

Ask a question

Recommend | Be the first of your friends to recommend this.

SKU: 07120

Weight: 2.00 LBS

Shipping: Free Shipping on Orders $50+

QUANTITY: 1

ADD TO CART

https://barndoorag.com/agratonix-20-ht-probe-style-hay-moisture-tester-07120/?_vsrc=dom=adwords&gelid=EAlaQobChM1w_ys7Mhj3w1... 1/10/2019
Product Description

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

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

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

Features:

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

Specifications:

- Moisture range: 16% - 44% depending on hay tested
- Temperature range: 32° - 225°F (0° - 107°C)
- Accurate throughout the normal range of stored, baled hay
- Display resolution: 0.1% moisture
- 9V battery required

Trending top rated products

https://barn dorag.com/agratonix-20-hp-probe-style-hay-moisturetester-07120?_vrcfdom=adwords&gclid=EAIaIQobChMI1w_y57Ml3wI.. 1/10/2019
The Parking Programs

City of Jacksonville, Florida
The following information must be provided:

1. The location of the proposed planning must be:
   - in Dual County
   - in public space
   - in a park or open space
   - on vacant property
   - on public property
   - in a school district
   - in city-owned land
   - in city-owned property
   - on a vacant lot
   - on public space

2. The number of tree requests may not exceed 200.

3. The number of tree requests may not exceed 500.

4. Contact Phone Number:

5. Email Address:

6. Has project information been shared with the Council Member of the district?

7. Project for Project (include information about the public benefit of the project):

8. Description of project:

The below provides individual citizens and organizations with the opportunity to suggest a Tree Planning Program Suggestion:

ATTACHMENT C

LEVEL 2 COMMUNITY ORGANIZATION
through the funding of eligible projects.

Program procedures are consistent with procedures established for the municipal planning program. To this end, the City, by resolution of the City Council and with the advice and consent of the Free Commission, will establish eligibility criteria for the receipt of funds. The City will establish eligibility criteria for the receipt of funds.

The Free Commission is an advisory body that recommends and coordinates the efforts of the City of Jacksonville's (City) enforcement. The Free Commission is an advisory body that recommends and coordinates the efforts of the City of Jacksonville's (City) enforcement. This document sets forth the procedures and rules that must be followed for grant applications to the Jacksonville Free Commission's Tree Planting Program. The Free Commission's Tree Planting Program is intended to support the City's efforts to improve the aesthetics and environmental quality of the City by encouraging the planting of trees.

Instructions

Community Organization Tree Planting Program

Level 3

Jacksonville Free Commission

Attachment F

As approved by the Free Commission 11/6/18
Project Approval is a process for the Public Works Department to approve projects funded by the City. The Public Works Department is responsible for ensuring that all projects are in line with the City's goals and objectives. The Department reviews and approves projects based on their alignment with the City's Strategic Plan and budget. Projects must also meet specific criteria, such as meeting the City's minimum standards for design and construction. Projects that do not meet these criteria will not be approved. The Department's approval is necessary for any project to proceed.
In order to ensure that the application is concisely organized and 
disseminated effectively, the application must remain 
short and concise. The application should clearly outline the 
project goals and objectives, as well as the benefits that the 
project will bring to the community. The application should also 
include a detailed budget and timeline, as well as any 
relevant supporting documents. The application should be 
submitted in a professional manner, with clear and concise 
language. The application should also be submitted in 
electronic format, as this is the preferred method for the 
commission.

III. Certification Requirements and Eligibility Standards

In order to qualify for the program, applicants must meet the 
certification requirements and eligibility standards outlined 
in this section. These requirements are designed to ensure 
that only the most qualified applicants are granted 
participation in the program. The certification requirements 
include a minimum GPA of 3.5, as well as a minimum 
ACT score of 24. The eligibility standards include 
residency in the state, as well as a commitment to 
volunteer in the community. Applicants must also submit 
a detailed application, which includes a resume, 
transcripts, and letters of recommendation. The 
application must be submitted in a professional manner, 
with clear and concise language. The application should also 
be submitted in electronic format, as this is the preferred 
method for the commission.
County, attach a copy of the Florida Division of Corporations “Detail by Entity Name” webpage from www.Sunbiz.org. Go to this link: http://search.sunbiz.org/Inquiry/CorporationSearch/ByName:

If proof of operation in Duval County cannot be determined by the “Detail by Entity Name”, attach evidence of current operations in Duval County by submitting at least one of the following:
1) A list of notable projects or work completed in Duval County completed by the Applicant; or
2) A copy of media publicity identifying work conducted in Duval County (i.e. news article or blog post)

2. For Community Organizations - Homeowners Association, Special District, or other unit of local government within Duval County:
   a) Attach a copy of the enacted ordinance establishing the district or local unit and provide documentation that the unit is currently in compliance with all state and local requirements.
   b) Control of the Homeowners’ Association must have been obtained by members of the Association other than the developer.

IV. **Submission of Application and Application Materials.** Applications must be submitted by mail or delivery to the Tree Commission, care of the Mowing and Landscape Maintenance Division, Department of Public Works, 609 St. Johns Bluff Road North, Jacksonville, Florida 32225. To be timely submitted, Applications must be received by 3:00 PM on or before the published Application deadline. Applications received late will not be considered in that Award Session.

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

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

Location map:

Location of all plan materials and
Project boundaries:

5. Project Scope:

6. Plan Schedule:

(a) From which agency or government entity will the applicant obtain the following information:

(b) If on School Board property, notify School Board of Preliminary Draft of Plan:

(c) If in a City Park, must obtain authorization from the Parks and Recreation Department in addition to the form:

(d) If planning to obtain any assistance from the Department of Business Development and Economic Development of the County:

7. Application Form:

1. Complete Resolution Conformance (if applicable) (Exhibit A):

2. Application Conformance (if applicable) (Exhibit B):

3. Submission of Plan (Exhibit C) if information is needed.

C. All Applications must be submitted on the Level 3 Free Planning Program.

As approved by the Free Commission 1/6/18
4. Procedures and forms for the application for grant of a renewable energy project, shall be provided. See Section VI of the application forms for the application of a renewable energy project.

3. Applications may suspend their application to the Commission until the Notice to Discontinue their application is received and is not in accordance with the law.

2. Prior to the submission of an application, Applicants are hereby notified and must provide supporting documentation and documentation of the project is provided, information on the insurance and financing of the project is included, the insurance and financing of the project is sufficient and necessary.

1. Applicants are deemed complete if all required and necessary information is included, and the following:

- Applications must be accompanied by a letter addressed to the Department of Energy, Ministry of Energy.

   Exhibit I

   A. An Affidavit of Inclusion shall be included as part of the application.

   B. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   C. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   D. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   E. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   F. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   G. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   H. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   I. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   J. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   K. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   L. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   M. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   N. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   O. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   P. An Affidavit of Inclusion shall be presented at a meeting of the Commission.

   Q. An Affidavit of Inclusion shall be presented at a meeting of the Commission.
Commissioner to write a final score for each application. The applications will be scored according to the following criteria:

1. The application will be assessed based on the following criteria:
   - Overall score from 0 to 115 points.

2. The application will be reviewed by the Commission at a scheduled public meeting.

   a. Each application shall have a minimum of 15 minutes to present their application to the Commission.

   b. Application Presentation: All applications shall be presented at a scheduled public meeting.

   c. The Commission reviews the applications with a score of 115 points. Applications will be reviewed by the Commission.

   d. Final Review: The Commission will review and approve a report and

   e. Fund Request. The Fund Request will be reviewed and approved.

As approved by the True Commission 11/8/18
Approved by the Planning Commission, the permit is issued to the applicant.

3. If the permit is approved by the Commission, the number and description of trees are approved as follows:

1. The number of trees on an approved street.

2. The number and description of trees are approved.

A. Trees Review - 5 Points Total (5 Points Each)

B. Project Evaluation Criteria

C. Contract Award - Upon completion of the contract, the contractor is paid in full.

D. Final Payment - Upon final approval of the contract.

E. Final Review - The final review is completed at the conclusion of the project.

F. City Council Review - The application is reviewed by the City Council.

G. Environmental Review - The application is reviewed by the Environmental Review Board.

H. Final Payment - The final payment is completed on the completion of the project.

I. Final Review - The final review is completed at the conclusion of the project.
Exhibit conditions of the proposed planning project location. This does not
consider all factors, which will influence the planning. 4. Why not provide the
E. Planning Criteria Review - 20 point total (5 points each)

1. The project is of significant regional importance to a specific area.
2. The project is visible to the community.
3. The project is visible to the public.
4. The project will be visible from the neighboring communities.
5. The project is visible from the city, town, or county.
6. The project is visible from the community.
7. The project is visible from the neighboring communities.
8. The project is visible from the community.
9. The project is visible from the neighboring communities.
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18. The project is visible from the community.
19. The project is visible from the neighboring communities.
20. The project is visible from the community.

D. Physical Benefits Review - 50 points total (5 points each)

1. The location of the project meets the minimum requirements for the
application.
2. The location of the project meets the minimum requirements for the
application.
3. The location of the project meets the minimum requirements for the
application.
4. The location of the project meets the minimum requirements for the
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application.
20. The location of the project meets the minimum requirements for the
application.

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

1. The cost of the project is reasonable.
2. The cost of the project is reasonable.
3. The cost of the project is reasonable.
4. The cost of the project is reasonable.
5. The cost of the project is reasonable.
6. The cost of the project is reasonable.
7. The cost of the project is reasonable.
8. The cost of the project is reasonable.
9. The cost of the project is reasonable.
10. The cost of the project is reasonable.

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

1. Inclusion
2. Inclusion
3. Inclusion
4. Inclusion
5. Inclusion
6. Inclusion
7. Inclusion

A. Financial Evaluation - 20 points total (5 points each)

1. Financial
2. Financial
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19. Financial
20. Financial

As approved by the Board of Commissioners 11/8/18
VII. APPLICATION GUIDELINES

The Commission will review and create a recommendation based on the following points:

1. Current Zoning
   - Residential
   - Commercial
   - Mixed-Use

2. Site Plan Requirements
   - Building Height
   - setbacks

3. Traffic Impact
   - Access
   - Parking

4. Environmental Impact
   - Water Quality
   - Air Quality

5. Community Impact
   - Crime
   - Safety

6. Economic Impact
   - Job Creation
   - Tax Revenue

Points are as follows:

- 4 points for current use
- 3 points for adjacent uses
- 2 points for innovative design
- 1 point for neighborhood benefits
- 0 points for non-conforming

The project will be approved if it meets the following criteria as stated below:

- Zoning
- Site Plan
- Traffic Impact
- Environmental Impact
- Community Impact
- Economic Impact

As approved by the Planning Commission 1/9/12
Agreement

Pursuant to the approval, each City Program Chair shall notify the Commission in writing of the plans to provide notice of any meeting under Chapter 26A

Process of Pesticide Control

1. Communicate to the Commission a list of any required measures of
to comply with the following communications:

2. Communicate to the Commission any required measures of

to comply with the following communications:

3. Communicate to the Commission any required measures of

to comply with the following communications:

4. During the Application Exemption Period, an application shall be prohibited from

| October 2 | September 90 |
| January 2 | November 2 |
| March 1 | April 31 |
| April 1 | May 1 |
| May 1 | June 1 |
| June 1 | July 1 |

As approved by the City Commission 1/18/15
EXHIBIT F - Level 3 Program Approvals including the Crown Agreement Letter

EXHIBIT E - Cess Breakdown

EXHIBIT D - Schematic Planning Plan and Plan Schedule

EXHIBIT C - Authorization to Plant Trees

EXHIBIT B - Corporate Resolution Certification

EXHIBIT A - Proof of Eligibility

To continue: (To be developed based on these instructions)

APPLICATION FORM
TREE PLANTING PROGRAM
Level 3

JACKSONVILLE TREE COMMISSION

As approved by the Tree Commission 11/8/18
EXHIBIT B

CORPORATE SECRETARY

DATED: 20

[Text of resolution]

RESOLVED THAT [Insert resolution text]

RESOLVED THAT [Insert resolution text]

[Signature]

[Title and Name of Authorized Person]
EXHIBIT C

RE:

Authorization to Plant Trees

Agency/Department/Division: ____________________________

Name: ____________________________

Signature: ____________________________

Application materials change from the date of submission. The application was submitted to the Department of Public Works Development Services Division. The application is subject to review by the City of New York’s Commissioner for the Protection of the Environment. This authorization is limited to the application as submitted on the above referenced date. The property is located in the City of New York, at the following address: ____________________________

On the ____________ day of ____________, 20__, the applicant submitted an application for the Environmental Protection Commission, Level 3 Community Tree Planting Program. The City of New York has approved the application. The applicant is advised to check with the City of New York for any necessary permits.
EXHIBIT D

PLANT SCHEDULE

AND

SCHEMATIC PLANTING PLAN

As approved by the Tree Commission 11/8/18
EXHIBIT P

(Seal)

Mandatory Public Hearing

If the application is approved for funding, the applicant will execute a County Agreement that requires the applicant to:

1. Create a Community Organization to Promote Program Participation Document.
2. Host 2 Community Meetings.
3. Meet with the City’s staff at the time of the City’s Agreements.
4. Provide all necessary materials to the City of Jacksonville.
5. Provide all necessary materials to the City of Jacksonville.

I, the applicant, hereby agree to abide by the terms of this Agreement and I have all necessary knowledge of the materials.

APPLICANT:

[Signature]

[Name]

[Address]

This Agreement is effective as of [Date].

Before me, the undersigned official, personally appeared:

APPLICANT FORM

JACKSONVILLE TREE COMMISSION

Level 3

COMMITTEE ORGANIZATION TREE PLANTING PROGRAM

As approved by the Tree Commission 12/18/18.
The following shall be provided:

1. Application for funds and resources from contractors, subcontractors, and
   suppliers shall be provided.

2. Application for funds and resources from contractors, subcontractors, and
   suppliers shall be provided.

3. Application for funds and resources from contractors, subcontractors, and
   suppliers shall be provided.

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   suppliers shall be provided.

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   suppliers shall be provided.

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    suppliers shall be provided.

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    suppliers shall be provided.

29. Application for funds and resources from contractors, subcontractors, and
    suppliers shall be provided.

30. Application for funds and resources from contractors, subcontractors, and
    suppliers shall be provided.

The following concepts are hereby adopted:

[GENERAL CONCEPTS]

COMMUNITY ORGANIZATION TREE PLANTING PROGRAM

LOYD J. DENVER

YORKSON TREE COMMISSION

As approved by the Tree Commission 11/8/18
EXHIBIT I TO EXHIBIT P

The City has proposed the planting and grading of the preliminary planting on the property.

1. City Construction Tree Commission's approval of the preliminary planting is required. The City Construction Tree Commission is responsible for the final decision on the preliminary planting. The City Construction Tree Commission's approval is required to proceed with the project.

2. The City Construction Tree Commission's approval is required for the preliminary planting.

3. The City Construction Tree Commission's approval is required for the preliminary grading.

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100. The City Construction Tree Commission's approval is required for the preliminary grading.

As approved by the Tree Commission of the City of Portland, Oregon.

Date: 11/28/18
9. Any other information deemed important to the application.

EXHIBIT E

8. Panel de los directores de la comunidad, nivel 2: Comisión de las industrias del plan.

7. Debe llevarse en cuenta el plan de la comunidad en el nivel 2. La "casa de los comerciantes".

6. Operaciones A

5. Planificación Nacional

4. Programa de Desarrollo Económico

3. Programa de Desarrollo Industrial

2. Plan de Desarrollo Local y Sectorial

1. Plan de Desarrollo Agropecuario: El plan puede ser encontrado en el siguiente enlace: [enlace]

Panel de los directores de la comunidad, nivel 2: Comisión de las industrias del plan.
TREE PLANTING PROGRAM (LEVEL 3) GRANT AGREEMENT

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

RECITALS:

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

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

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

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

ARTICLE I
Incorporation of Recitals; Definitions

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

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

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

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

"Construction Documents" shall mean the Design Plans along with any modifications thereto,
"Design Plans" shall mean the City approved design plans and drawings for the Project contained on Exhibit C attached hereto.

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

"Eligible Grant Expenditures" shall mean the eligible grant expenditures set forth on Exhibit E.

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

"Grant Documents" shall mean all documents executed and delivered in connection with this Agreement.

"Grant" or "Grant Funds" shall mean the City grant pursuant to this Agreement in the amount of $__________.

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

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

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

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

ARTICLE II
Grant

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

2.2 Project Scope. The Grantee agrees to perform the Project Scope in accordance with the Design Plans, Project Performance Schedule and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the
proper performance of the Project Scope, then such services, functions and responsibilities shall be deemed implied by and included within the Project Scope.

2.3 **Refund and Return of Grant Funds: Reimbursement of Collection Costs.**

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

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

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

**ARTICLE III**

**Use of Grant Funds; Other Requirements**

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

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

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

**ARTICLE IV**

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

ARTICLE V
Completion of Project

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
Draws

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

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

6.4 Requests for Draw. For each request for a Draw, the Grantee shall submit to the City a completed written Draw request (each, a “Draw Request”) on a copy of the Draw Request Form attached hereto as Exhibit G-2. In each Draw Request, the Grantee shall certify and describe in detail reasonably acceptable to the City (a) the cost of the labor that has been performed and the materials that have been incorporated into the Project Scope, (b) the amount actually paid by the Grantee for such labor and materials and (c) the amount that the Grantee is seeking pursuant to the Draw Request. The Grantee shall attach to each Draw Request such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee’s banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Project Scope.
6.5 **Inspection.** Upon receiving the Draw Request, the City staff shall determine (a) whether the work completed as of the date of such Draw Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Project Scope to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Grantee shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor Draws or the progress or quality of construction or (z) failure to otherwise properly administer the Grant.

6.6 **Conditions to Draws.**

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

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

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

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

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

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

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

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

6.7 **No Warranty by the City.** Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the
feasibility or quality of the Construction Documents; (c) the proper application by the Grantee of the Grant Funds; (d) the quality or condition of the Project Scope; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project Scope. The Grantee acknowledges that the Grantee has not relied and will not rely upon any experience, awareness or expertise of the City, or the City’s inspector, regarding the aforesaid matters.

ARTICLE VII
Term and Termination

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

7.2 Events of Default; Termination.

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

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

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

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

(d) The application by Grantee for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a
petition seeking reorganization or appointing a receiver, trustee, liquidator or
custodian (or other similar official) of any party hereto or of all or a substantial
part of its assets, and such other judgment or decree shall continue unstayed and
in effect for a period of thirty (30) consecutive days.

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

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

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

ARTICLE VIII
City Tree Planting Standards and Specifications

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

ARTICLE IX
Financial Reporting; Records

9.1 Financial Statements. Upon execution hereof, Grantee shall provide to the City at
least one (1) copy of the Grantee’s most recent financial statements, corporate or personal tax
returns, as applicable, and such other financial information as requested by the City. In addition,
on or before one hundred twenty (120) days following the close of the Grantee’s fiscal year in
each and every year during the Term of this Agreement, the Grantee shall provide to the City at
least one (1) copy of the Grantee’s financial statements, corporate or personal tax returns, as
applicable, and such other financial information as requested by the City as of the end of and for
the previous year. If Grantee fails to properly prepare and complete or timely submit any
financial statements or other financial information requested by the City, then the City shall not
be obligated to make any further Draw until the same is furnished to the City.
9.2 **Maintenance, Retention and Examination of Records.** In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Grantee shall, and the Grantee shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Project Scope throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.

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

**ARTICLE X**

**Indemnification: Insurance**

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

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

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

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

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

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

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

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

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

10.3 Without limiting its liability under this Agreement, the Grantee shall procure and maintain at its sole expense, or require its contractors and subcontractors of any tier (collectively,
"Contractors") to procure and maintain, during the term of this Agreement, the insurance coverage and bond requirements contained on Exhibit H attached hereto.

ARTICLE XI
Representations and Warranties by Grantee

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

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

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

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

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

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

11.6 The Grantee has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.
11.7 The Grantee has obtained for the construction of the Project Scope the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

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

ARTICLE XII
Miscellaneous Provisions

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

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

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

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

To Grantee: 

Attention: 

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

12.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either
party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

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

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

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

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

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

12.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the City that Grantee has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Grantee agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Grantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Grantee agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.
12.11 Further Assurances. The Grantee shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement and the Security Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents and to identify and subject to the liens of the Security Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Security Documents against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents.

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

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

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

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

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

12.17 Ethics. The Grantee represents and warrants to the City that Grantee has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.
12.18 **Public Entity Crimes Notice.** The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

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

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

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

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

[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

__________________________________________, a ____________________________
corporation

By: ________________________________
Print Name: ____________________________

ATTEST:

CITY OF JACKSONVILLE

By: ________________________________
James R. McCain, Jr.
Corporation Secretary

By: ________________________________
Lenny Curry, Mayor

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

______________________________
Director of Finance

______________________________
Contract Number:

Account #: _______________________

Sub-Object: ______________________

Amount: $ ______________________

FORM APPROVED:

By: ________________________________
Office of General Counsel
## LIST OF EXHIBITS

<table>
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Property Description
EXHIBIT B

Project Scope
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Design Plans
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Project Budget
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Project Performance Schedule

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EXHIBIT F

Eligible Grant Expenditures

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

- Eligible grant expenditures include:
  - 

- Prohibited grant expenditures include:
  - 

DRAFT
EXHIBIT G-1

Approved Draw Schedule
(Based on percentage of Project completed)
EXHIBIT G-2

Draw Request Form

REQUEST FOR REIMBURSEMENT FORM

Name: ____________________________ Request/Draw Number: ________________________

Address: ____________________________ Document Number: ________________

Phone: ____________________________ Date Submitted: ____________________

Tax ID #: ____________________________

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

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

GRANTEE PAYMENT REQUEST

Property Address: ____________________________ Payment #__________ = 100% Complete

Grantee: ____________________________

Total Project Cost: $__________

Amount Requested in this Draw: $__________

Including this Draw Total Draws To Date: $__________

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

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

Grantee Signature: ____________________________ Date: ____________________

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EXHIBIT H

Insurance and Bond Requirements

[To be determined by Risk Management Division]
Tree removal without a permit

656.1208

1. For clearing - Twice the permit fee
   a. Less than \(\frac{1}{4}\) acre = $100.00
   b. \(\frac{1}{4}\) acre to 1 acre = $150.00
   c. More than 1 acre = $150.00 + $25.00 for each additional acre or fraction thereof

2. For private protected tree each tree = $75.00

3. Mitigation payment for protected trees
   a. $148.00 per caliper inch per Ordinance Code
   b. $73.00 per caliper inch per Charter

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

(a) Notice of violations. Whenever the Chief has evidence that a violation of any provision of this Subpart has been or is being committed, he shall issue a written Notice of Violation or order upon the person or persons responsible for the violation, which may include, but not be limited to, the property owner, permit holder, and contractor (if known and if different person(s) or entities) by personal service or certified mail or, if these forms of service are ineffective, by posting a copy in a conspicuous place on the premises where the violation has occurred or is occurring. The notice shall briefly set forth the general nature of the violation and specify the manner and that the violation shall be corrected within 90 days from the date of the Notice of Violation, which may be extended by the Chief for good cause.

(b) Stopping work. Whenever, in the opinion of the Chief, by reason of a violation of any provision of this Subpart, the continuance of work is contrary to the public welfare, he shall order, in writing, all further work to be stopped and may require suspension of all work until the violation is corrected.

(c) Correction of violation. A violation of this Subpart shall be corrected as follows:

1. When there is work done without a permit, the property owner shall pay the permit fee due the City for the work, which permit fee shall be twice the amount of the regular permit fee specified in Section 320.409(a)(15) which would have been due had the permit been obtained prior to commencing work, and by replacing the removed without a permit with new planted trees, unprotected trees replacement trees shall equal twice the amount of total caliper inches required to be planted, pursuant to Section 656.1206(h). The violator shall also submit a tree replanting plan showing how the damage caused to the site by the violation will be mitigated shall be subject to the review and approval of the Chief and the trees installed within the time limit stated on the permit. Replacement trees shall meet the requirements of Section 656.1206, except that the minimum caliper of all replacement trees installed shall be four inches, and the plan shall meet the requirements of Section 656.1217, to the extent applicable; or

(2) When there is no permit, the violator shall pay the permit fee due the City for the work, which permit fee shall be twice the amount of the regular permit fee specified in Section 320.408(a)(15), which would have been due had the permit been obtained prior to commencing work, and by making a contribution to the Tree Protection and Related Expenses Trust Fund to
compensate for each replacement tree which is not planted. The amount of such contribution shall be twice the required amount, pursuant to the formula described in Section 656.1206(h)(14). For each subsequent violation by the property owner, the amount of such contribution shall be triple the required amount, pursuant to the formula described in Section 656.1206(h)(14).

(3) When there has been a permit issued for the proposed work, any property owner who removes more caliper inches than the number of caliper inches approved in their permit as identified in the final landscape inspection is required to pay triple the required amount for those caliper inches that were not permitted pursuant to the formula described in Section 656.1206(h)(14).

(4) If the site has been cleared and the trees have been removed from the site so that the Chief is unable to determine with reasonable certainty the number of protected trees removed in violation of this Subpart, the violation shall be corrected by making a contribution to the Tree Protection and Related Expenses Trust Fund equal to $50,000 per acre, or fraction thereof, per each acre, of land cleared, which fine shall be assessed by the Chief. In the event the Chief assesses such a fine, the Chief shall provide the following information in the Notice of Violation, pursuant to subsection (a), to the property owner: the amount of acres presumed to be impacted by the site clearing without a permit, the total fine assessed, and any other information or documents the Chief relied upon to calculate the fine ("preliminary assessment of fine"). The property owner shall have the ability to appeal the preliminary assessment of fine as follows:

(i) The property owner has the burden of proving the preliminary assessment of fine should be reduced. The property owner shall have 30 days from the receipt of the Notice of Violation to dispute the assessment. The notice of dispute shall be in writing and sent to the Chief via electronic mail and by either hand delivery or certified mail, and contain the following information if applicable: evidence of the species of trees removed, the total caliper inches removed, the application of any exception or exemption to the trees removed as provided for in this Part, and any other relevant information used to dispute the preliminary assessment of fine. All evidence relied upon to support the dispute, including expert analysis and geographical data, shall also be provided in the notice of dispute.

(ii) The Chief shall have 30 days to respond to the notice of dispute. The response shall be in writing and shall be sent to the property owner, or his agent, via electronic mail and either hand delivery or certified mail, and shall provide the Final Assessment of Fine based on one of the following determinations: (1) the Chief rejects the basis for the notice of dispute and applies the preliminary assessment of fine as the Final Assessment of Fine; or (2) the Chief accepts all or a portion of the notice of dispute and adjusts the preliminary assessment of the fine, an explanation of the adjustment shall be provided. When the Chief accepts all or a portion of the notice of dispute, the minimum contribution shall be $5000 for each acre plus twice the contribution amount required for those caliper inches that were removed pursuant to the formula described in Section 656.1206(h)(14).

(iii) The property owner may appeal the Final Assessment of Fine to the Planning Commission pursuant to the provisions of Section 656.135. For the purposes of this subsection, the use of the term "Director" shall mean "Chief" and "written interpretation" shall mean "Final Assessment of Fine" as such terms are used in Section 656.135.

(iv) In the event the property owner does not dispute the preliminary assessment of fine within the 30 days as provided for in subparagraph (i), the preliminary assessment of fine shall be the Final Assessment of Fine and shall be deemed the final action of the city and shall be subject to no further appeal.

(5) In the event the contractor responsible for the site clearing in violation of this subpart is different than the property owner, in addition to the penalties listed in subparagraphs (2) and (3), above, the contractor shall also be subject to a civil penalty of $1,000.00 for the first violation, $2,000.00 for the second violation, and $3,000.00 for every subsequent violation. Each parcel where the contractor conducts site clearing work without a permit shall be considered a separate violation.
(6) The contribution assessed under this subsection shall be payable to the Tax Collector within seven days after the non-appealable Final Order is issued. All amounts received by the City pursuant to this subsection shall be deposited into the Tree Protection and Related Expenses Trust Fund established under Section 111.760, except that the Building and Inspection Division shall receive up to $1,000 per acre for the enforcement of this subsection. No work shall continue on the site until the tree replanting plan has been approved or the contribution or fine has been collected.

(d) **Appeals.** A person aggrieved by an administrative order, determination or decision of the Chief may appeal the order, determination or decision to the Planning Commission pursuant to the provisions of Section 656.135.

(e) **Violation and penalties.** A person who violates any provision of this Subpart, and fails to correct the violation as provided herein shall, upon conviction thereof, be guilty of a class D offense and punished accordingly. A separate offense shall be deemed to have been committed for each tree removed, damaged or destroyed contrary to the provisions of this Subpart.

(f) **Judicial remedy.** In addition to other remedies and notwithstanding the existence of an adequate remedy at law, the City of Jacksonville may seek injunctive relief in the Circuit Court to enforce the provisions of this Subpart. The City shall be entitled to reasonable attorney’s fees and costs, including appellate fees and costs in an action where the City is successful in obtaining affirmative relief.

(Ord. 91-59-148, § 1; Ord. 93-718-395, § 1; Ord. 2006-422-E, § 124; Ord. 2017-306-E, § 1)

656.1206(g)(14)

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

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Plan It Geo Tree Plotter Work History Module

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

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

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

Charlie Flesche
Software Support Specialist
Colorado

Support: 833.873.3627
Office: 303.214.5067

Email: charlieflesche@planitgeo.com
Betz-Tiger Point Habitat Restoration Project
Enhancement a Variety of Natural Communities

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

*Three Main Ecologic Benefits:*

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

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

**Carbon Sink:** Longleaf pine is a longer lived species that results in ability to tie up stored carbon for longer periods of time.
Proposed Collaboration Between Public Trust and ESI

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