

## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE** (“*Settlement Agreement*”) is entered into between the Plaintiffs in the below referenced lawsuit, Public Trust Environmental Legal Institute of Florida, Inc. (the “**Public Trust**”), Lee Hunter, Tom Larson and Thera James (collectively, “*Plaintiffs*”), and Defendant, the Consolidated City of Jacksonville, (“*The City*”) (collectively, the “*Parties*”).

### RECITALS

A. This action is currently pending in the Circuit Court for the Fourth Judicial Circuit, in and for Duval County Florida, styled as *Public Trust Environmental Legal Institute of Florida, Inc., Lee Hunter, Tom Larson and Thera James v. The Consolidated City of Jacksonville*, Case No. 16-2015-CA-4453 (the “*Action*”).

B. Plaintiff Public Trust is a non-profit corporation based in Jacksonville whose mission is to zealously protect the City’s lands, waters, and natural resources including the City of Jacksonville’s tree canopy, parks and green spaces for its members.

C. The three individual Plaintiffs are tax paying residents of the City.

D. The Plaintiffs brought the Action to enforce Article 25 of the Jacksonville Charter (“**Article 25**”) & Jacksonville Tree Protection Ordinance (Chapter 656, Part 12) concerning the manner in which the City was utilizing tree mitigation funds paid by property owners seeking to cut down trees protected by Article 25, along with other tree protection issues.

E. The City denies Plaintiffs’ allegations, including denying that any of its actions violated any aspect of Article 25 or any other ordinance, law or regulation at issue in the matter.

F. The Parties have investigated the facts and have analyzed the relevant legal issues with regard to the claims and defenses asserted in the Action. The Parties continue to maintain that their respective claims and defenses are viable. However, the Parties have also weighed the uncertainties of trial and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of these complex and time-consuming causes of action and the likely appeals of any rulings in favor of either Plaintiffs or the City.

G. Accordingly, it was the Parties’ intention to negotiate in good faith in an attempt to compromise the Parties’ respective positions, arguments and defenses and develop and agree upon settlement terms. The Parties’ objective for this Settlement Agreement is to encapsulate the settlement terms and conclude this matter to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, any and all claims and causes of action that were asserted or that could have been asserted in the Action.

## AGREEMENT

1. **DEFINITIONS.** The following section defines terms that are not defined above. Some definitions use terms that are defined later in this section:

1.1 The term **“City’s Counsel”** means Jason Teal, Esquire and Sondra Fetner, Esquire, Office of General Counsel, City Hall, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202.

1.2 The term **“City Council”** means the City Council of the City of Jacksonville.

1.3 The term **“Court”** means the Circuit Court for the Fourth Judicial Circuit, where the Action is pending.

1.4 The term **“Effective Date”** means the date the City Council approves this Settlement Agreement.

1.5 The term **“Ordinance Code”** means the City of Jacksonville Ordinance Code.

1.6 The term **“Plaintiffs’ Counsel”** shall mean John November, Esquire, Public Trust Environmental Legal Institute of Florida, Inc., 2029 North Third Street, Jacksonville Beach, Florida 32250

1.7. The term **“Settlement”** means the settlement of the Action.

1.8 The term **“Tree Fund”** means the City’s Tree Protection and Related Expenses Trust Fund established in Article 25 and section 111.760, Ordinance Code.

## 2. SETTLEMENT TERMS.

2.1 **Establishment of a Tree Commission.** Within thirty (30) days of the Effective Date, the City’s Counsel shall submit and present a proposed ordinance in substantially the form set forth on **Exhibit A** to this Settlement Agreement to the Jacksonville City Council for approval. The Parties recognize that they cannot bind the City Council through this Settlement Agreement and that the proposed ordinance may be altered or rejected during the legislative process.

2.2 **Establishment of Additional City Staff.** The City agrees to create and fund the additional positions of an Urban Forester Manager and City Arborist, whose job duties will be planning, organizing and directing urban forestry activities within the City as it relates to county-wide tree planting and management activities, as more fully described in **Exhibit B**. It is the Parties’ intent that the salary and benefits of the City Arborist will be fully funded through use of funds in the City’s Tree Fund. Within thirty (30) days of the Effective Date, the City’s Counsel shall submit and present a proposed ordinance in substantially the form set forth on **Exhibit C** to this Settlement Agreement to the Jacksonville City Council for approval, and such positions shall not be created until

legislative changes to the ordinance regulating the Tree Fund is amended to clearly authorize such expense. The Parties recognize that they cannot forever bind the City through this item within Settlement Agreement and that any proposed job position or funding created herein may be altered or rejected during future legislative or executive processes.

**2.3 City Support of Public Trust Grant Project.** The City supported a grant request from the Public Trust to the City's Environmental Trust Fund for funding a study that will assist Jacksonville's efforts to systematically plant trees to enhance its tree canopy inventory and evaluation program.

**2.4 Update the City's Building Inspection Division Software and Creation of a Database to Track Contributions to the Tree Fund.** By October 1, 2017, the City shall have online and functional a permit review page on its website and accessible to the public which will include specific project detail information relating to tree removal permits. By October 1, 2017, the City shall have online and functional a link on the permit review page that will take visitors to the 630-City webpage to file complaints of unpermitted work related to the removal of trees. By December 31, 2017, the City shall have online and functional a link on the permit review page that will allow users to see the approved tree removal/site clearing permit when it is associated with a 10-set development application. By June 1, 2018, the City shall have online and functional information concerning whether a specific property has previously been in violation of the City's tree protection laws. By June 1, 2018, the City shall have online and functional a link on the permit review page that will allow users to see the approved tree removal/site clearing permit when it is not associated with a 10-set development application.

**2.5 Development of a Tree Planting Website Portal used to show Tree Fund Planting Projects.** By October 1, 2017, the City shall have online and functional a review page on its website and accessible to the public which will include specific project detail information relating to City tree planting projects funded by monies from the Tree Fund.

**2.6 Amend City's Ordinance Code to Update Basis for which Per-Inch Mitigation Rate is Calculated and to Increase Penalties for Failing to Obtain a Tree Clearing Permit or for Removing Trees in Excess of a Permitted Amount.** Within thirty (30) days of the Effective Date, the City's Counsel shall submit and present a proposed ordinance in substantially the form set forth on **Exhibit D** to this Settlement Agreement to the Jacksonville City Council for approval. The Parties recognize that they cannot bind the City Council through this Settlement Agreement and that the proposed ordinance may be altered or rejected during the legislative process.

**2.7 Create and Regularly Update a City Webpage to track Balances in the Tree Fund.** By October 1, 2017, the City shall have online and functional a page on its website and accessible to the public which shall show current balances in the Tree Fund. It is understood by the Parties that this information is constantly changing due to receipt and expenditure of monies within the Trust Fund, and information on the website represents only a "snapshot" of Trust Fund balances at the time the webpage is viewed.

**2.8 Conditions Precedent and Release and Discharge of Claims.** This Settlement Agreement is contingent upon the following conditions: (a) approval and

authorization to bind the Parties as represented by the signatures below, which all Parties acknowledge is made by a person authorized to execute this document on their behalf; (b) introduction by the City's Counsel of an ordinance substantially similar to the attached draft ordinances referenced above; and (c) enactment of an ordinance by the City Council substantially similar to the attached draft ordinances referenced above. Should these conditions not be met, Plaintiffs may elect to terminate this Settlement Agreement and proceed forward with their claims in the Action. Any non-terminating Plaintiff may elect to continue to be bound by this Settlement Agreement.

Subject to fulfillment of all requirements as described in sections 2.1 – 2.8, Plaintiffs, and each of Plaintiffs' successors and assigns, shall release and forever discharge the City from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of any of the acts, omissions or other conduct of the City complained of in the Action, including any claims or actions that were or could have been alleged in the Action. Subject to fulfillment of all requirements as described in sections 2.1 – 2.8, the City shall release and forever discharge the Plaintiffs, and each of Plaintiffs' successors and assigns, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of any of the acts, omissions or other conduct of the Plaintiffs in the Action, including any claims or actions that were or could have been alleged in the Action. This release shall not affect the Parties' right to enforce the terms of the Settlement Agreement or for Plaintiffs to bring suit to challenge any future action by the City regarding the City's Tree Protection Laws.

### **3. ADDITIONAL PROVISIONS**

**3.1 The City's Denial of Wrongdoing.** This Settlement Agreement reflects the Parties' compromise and Settlement of the disputed claims. Its provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law or the proper interpretation of Florida Laws and the Jacksonville Municipal Code and related ordinances, or the existence of any alleged violations thereof, nor can any person or entity offer or receive it into evidence or request in discovery in the Action or any other action or proceeding as evidence of an admission or concession.

**3.2 Voluntary Agreement.** The Parties acknowledge they have each executed this Settlement Agreement voluntarily and without duress or undue influence.

**3.3 Binding on Successors.** This Settlement Agreement binds and benefits the Parties' respective successors and assigns.

**3.4 Parties Represented by Counsel.** The Parties acknowledge that: (a) they have been represented by independent counsel of their own choosing during the negotiation of this Settlement Agreement and the preparation of this Settlement Agreement; (b) they have read this Settlement Agreement and are fully aware of its contents; and (c) their respective counsel fully explained to them the Settlement Agreement and its legal effect.

**3.5 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity, against any of the claims or causes of action released by this Settlement Agreement and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge. To the extent any such liens exist, the Parties expressly agree to waive those liens in order to effectuate this Settlement Agreement.

**3.6 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

**3.7 Construction and Interpretation.** Neither Party nor any of the Parties' respective attorneys will be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**3.8 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**3.9 Exhibits.** The exhibits to this Settlement Agreement are an integral part of the Settlement Agreement and the Settlement and are incorporated into this Settlement Agreement as though fully set forth in the Settlement Agreement. A refusal to approve the exhibits in substantially the same form in which they appear in this document shall constitute a refusal to approve this Settlement Agreement.

**3.10 Modifications and Amendments.** No amendment, change, or modification to this Settlement Agreement, whether proposed by the Parties or the Court, will be valid unless agreed upon in a writing signed by the Parties or their counsel.

**3.11 Enforcement.** The Parties agree that the Court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

**3.12 Governing Law.** This Settlement Agreement is governed by Florida law and must be interpreted under Florida law and without regard to conflict of laws principles.

**3.13 Further Assurances.** The Parties must execute and deliver any additional papers, documents and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.

**3.14 Agreement Constitutes a Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted or attempted in breach of or contrary to this Settlement Agreement.

**3.15 Execution Date.** This Settlement Agreement is deemed executed on the date the Settlement Agreement has been signed by all of the undersigned.

**3.16 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

**3.17 Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

**3.18 Severability.** If any provision of this Settlement Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement Agreement will continue in full force and effect.

**3.19 Inadmissibility.** This Settlement Agreement (whether or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any Court or tribunal in any state, territory, or jurisdiction except that this provision shall not prohibit any Party from introducing this Settlement Agreement in an effort to enforce the terms of this Settlement Agreement.

**3.20 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached Exhibits will be resolved in favor of this Settlement Agreement.

**3.21 List of Exhibits:** The following exhibit is attached to this Settlement Agreement:

**Exhibit A** – Proposed Tree Commission Ordinance

**Exhibit B** – Urban Forester Manager and City Arborist job descriptions

**Exhibit C** – Authorization to fund City Arborist from Tree Protection and Related Expenses Trust Fund

**Exhibit D** – Proposed Tree Mitigation and Penalty Ordinance

**3.22 Waivers.** No failure to exercise and no delay in exercising any right, remedy, or power under this Settlement Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Settlement Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**3.23 Attorney's Fees.** All parties shall be responsible for and bear their own respective costs associated with any attorney's fees or other litigation costs.

**[Intentionally Blank/Signature Pages Follow]**

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

**PUBLIC TRUST ENVIRONMENTAL  
LEGAL INSTITUTE OF FLORIDA, INC.**

By: John Norenty - Executive Director  
[Name and Title]

Date: 5-16-17

Whitney Larson  
Witness

Print name: Whitney Larson

Date 5-16-17



**LEE HUNTER**

By: Lee Hunter  
[Name and Title]

Date: May 15, 2017

John Lumber  
Witness

Print name: John Lumber

Date 5-15-17

**TOM LARSON**

By:

[Name and Title]

Date:

5/16/17

Witness

Print name:

Date

Lisa Rinaman

Lisa Rinaman

5/16/17

**THERA JAMES**

By: Thera James Plaintiff  
[Name and Title]

Date: 5-10-17

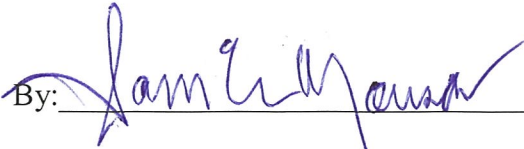
Earline E. Nixon

Witness

Print name: Earline E. Nixon


Date 5-10-17

THE CITY OF JACKSONVILLE

By: 

Its: Chief Administrative Officer

Date: 5/17/17



Witness

Print name: Alice W. Newman

Date: 5/17/17

# Exhibit A

1 Introduced by the Council President at the request of the Mayor:  
2  
3

4 **ORDINANCE 2017-**

5 AN ORDINANCE CREATING A NEW CHAPTER 54 (TREE  
6 COMMISSION), *ORDINANCE CODE*, TO ESTABLISH A  
7 TREE COMMISSION TO STUDY AND MAKE  
8 RECOMMENDATIONS TO THE COUNCIL REGARDING THE  
9 PLANTING OF TREES AND THE HEALTH OF THE CITY'S  
10 TREE CANOPY; PROVIDING AN EFFECTIVE DATE.  
11

12 **WHEREAS**, through the combined efforts of the City and numerous  
13 environmental and interest groups, Jacksonville has been blessed  
14 with a plentiful number and variety of trees; and

15 **WHEREAS**, Jacksonville's tree canopy has beautified our City  
16 and improved the lives of our citizens and visitors by bringing  
17 nature to our urban environments and preserving environmental  
18 sanctuaries for connection with the natural world; and

19 **WHEREAS**, trees improve water quality, reduce erosion, increase  
20 property values, provide shade, cleanse the air, create habitat for  
21 wildlife and add beauty to our City; and

22 **WHEREAS**, in order to promote and support efforts to conserve  
23 and enhance Jacksonville's tree canopy, it is advantageous to  
24 establish a group of individuals knowledgeable about this subject  
25 matter to advise the City and other interested groups; now  
26 therefore

27 **BE IT ORDAINED** by the Council of the City of Jacksonville:

28 **Section 1. Creating a new Chapter 54 (Tree Commission),**  
29 **Ordinance Code.** Chapter 54 (Tree Commission), *Ordinance Code*, is  
30 hereby created to read as follows:

31 **CHAPTER 54. TREE COMMISSION.**

1           **Sec. 94.101.     Intent.**

2           It is the intent of this Chapter to create an advisory body to  
3 encourage and coordinate the efforts of the various public and  
4 private entities that are concerned with the conservation and  
5 enhancement of the City's Tree Canopy. The City could become known  
6 for its innovative and effective tree planting and stewardship  
7 programs.

8           **Sec. 94.102.     Establishment.**

9           There is hereby established an advisory commission to be known  
10 as the Tree Commission, hereinafter referred to as the Commission.  
11 The Commission shall be subject to all applicable public meetings  
12 and public records laws.

13           **Sec. 94.103.     Membership; Terms; Composition.**

14           The Commission shall be composed of seven members selected as  
15 follows:

16       (a) *Membership.*

17           (1) One member of the Council designated by the Council  
18           President.

19           (2) The Director of the Public Works Department, or his or  
20           her designee.

21           (3) Three members of the general public appointed by the  
22           Council.

23           (4) Two members of the general public appointed by the Mayor  
24           and confirmed by Council.

25       (b) *Composition.*

26           To the extent possible, each of the members appointed by the  
27 Council and Mayor should possess specialized knowledge about trees,  
28 the Tree Protection Ordinance, Article 25 of the Charter, and/or  
29 the impact of construction activities on trees. To the extent  
30 possible, the Commission's membership shall consist of the  
31 following persons:

- 1 (1) One member from each of the Council's At-Large residency  
2 areas, to the extent possible.
- 3 (2) One member shall be appointed who is a landscape  
4 architect.
- 5 (3) One member shall be appointed who is a member of an  
6 environmental organization.
- 7 (4) One member shall be appointed who is a residential  
8 builder, a representative from the local builders  
9 association, a real estate professional, commercial  
10 developer, or industrial developer.
- 11 (5) One member shall be a practicing attorney or urban  
12 planner.
- 13 (6) One member shall be appointed who is either a botanist,  
14 certified arborist, forester, or horticulturist.

15 (c) *Terms.*

16 The five members appointed from the general public shall serve  
17 for a term of two years or until a successor has been  
18 appointed/confirmed by the Council; provided that, of the initial  
19 appointments of the general public members, one member appointed by  
20 the Council and one member appointed by the Mayor shall serve for a  
21 three-year term and the remaining three members shall serve for a  
22 two-year term. Members of the Commission may be appointed for  
23 consecutive terms consistent with general laws regulating service  
24 on city boards and commissions.

25 **Sec. 94.104. Organization.**

26 (a) The Commission shall meet at least monthly at such times and  
27 places as are fixed by the rules of the Commission. Special  
28 meetings shall be called in accordance with the rules of the  
29 Commission. At its first regularly scheduled meeting each  
30 October, the Commission shall elect from among its members a  
31 Chair and Vice Chair, who shall assume their positions



1 immediately upon election.

2 (b) The Chair shall preside at all meetings of the Commission and  
3 shall appoint the members of the various committees, task  
4 forces, study groups, and other bodies authorized by the  
5 Commission in furtherance of its purposes.

6 (c) The Commission shall be staffed at each meeting by a  
7 representative of the Office of General Counsel, the City's  
8 Senior Urban Forester and a member of the Accounting office.  
9 The Director of Public Works shall designate a Public Works  
10 employee as the staff person who shall be responsible for all  
11 meeting notices and minutes. The Vice Chair shall preside if  
12 the Chair is absent.

13 (d) The Commission may adopt, amend, and rescind procedural rules  
14 of the Commission to aid in implementing the provisions of this  
15 chapter. All reports, studies, and recommendations made by or  
16 at the direction of the Commission shall be approved by the  
17 Commission before the same may be presented to the Council.

18 (e) The Commission may establish such committees from among its  
19 membership as it deems necessary to perform its functions. The  
20 Commission may also, from time to time, authorize the  
21 establishment of task forces, study groups, and similar bodies  
22 to carry out specialized and detailed projects within the scope  
23 of its purposes. Any such body may include persons who are not  
24 members of the Commission, but the Chair thereof shall be a  
25 Commission member. The committee shall report on its progress  
26 to the Commission at such times as the Commission shall  
27 require. No report, study, or recommendation, favorable or  
28 adverse, may be made by any such committee unless the matter is  
29 approved by the Commission.

30 **Sec. 94.105. Purpose.**

31 The Commission is established for the following general

1 purposes:

- 2 (a) To study and make recommendations to the City Council, Mayor's  
3 Office, City Staff, and community stakeholders with respect to  
4 the planting of trees and the health of the City's tree canopy.  
5 (b) To formulate an overall plan for the planting of trees and the  
6 health of the City's tree canopy and thereafter to annually  
7 review the plan and report recommendations to the Mayor's  
8 Office.  
9 (c) To act as a motivating and coordinating body to encourage joint  
10 public and private participation in the planting of trees and  
11 the health of the City's tree canopy.  
12 (d) To review and make recommendations, if necessary, to the  
13 Council concerning the City's tree protection and landscape  
14 regulations.

15 **Sec. 94.106. Duties.**

16 In implementing the purposes under this chapter, the  
17 Commission shall have the following duties:

- 18 (a) To act as a coordinator for programs, projects, and activities  
19 related to planting projects and the health of the tree canopy  
20 between all public and private entities;  
21 (b) To review expenditure proposals and plans for planting  
22 projects;  
23 (c) To prioritize, with the input of District Council members,  
24 proposed planting projects based on established criteria for  
25 recommendation to the Council, and, when requested, the  
26 Commission may also make recommendations on other proposed tree  
27 planting projects;  
28 (d) To formulate a recommended priority project list, including an  
29 estimated implementation cost for each item, for tree planting  
30 and canopy maintenance, and to thereafter annually review the  
31 priority project list and report recommendations to the Mayor's

1 Office,;

2 (e) To help coordinate the maintenance of an inventory of the urban  
3 tree canopy with an emphasis on historic trees, exceptional  
4 specimen trees and other unique environmentally significant  
5 trees within the City;

6 (f) To assist in the establishment of educational and outreach  
7 programs to encourage proper management and maintenance of  
8 trees on private property in the City;

9 (g) To conduct research studies, collect and analyze data and  
10 prepare maps, charts, and plans for the accomplishment of its  
11 purposes;

12 (h) To identify issues relative to the health and protection of  
13 public trees and recommend solutions to problems identified;

14 (i) To recommend to and help develop opportunities for the City's  
15 grant writing office for grants and solicitation of donations  
16 to support the City's tree canopy;

17 (j) To perform an annual audit of funded projects, the status of  
18 the inventory, and tree permits submitted to the City to be  
19 included in an annual report to the Mayor's Office and City  
20 Council; and

21 (k) To develop and maintain a tree canopy and existing tree  
22 inventory.

23 **Section 2. Effective Date.** This Ordinance shall become  
24 effective upon signature by the Mayor or upon becoming effective  
25 without the Mayor's signature.

26 Form Approved:

27  
28 \_\_\_\_\_  
29 Office of General Counsel

30 Legislation Prepared By: Jason R. Teal

31 GC-#1108637-v2-Tree\_Commission\_Legislation.doc

# Exhibit B

## URBAN FORESTRY MANAGER

Health, Sciences and Regulatory Services  
Natural, Physical and Environmental Sciences  
Manager  
Sort Code: D03102

Occ Code: 04005  
Exempt Status  
Pay Grade: 29.13

This position reports to the Chief of Mowing and Landscape and is responsible for managing, planning, organizing and directing urban forestry activities for the City of Jacksonville. Primary responsibilities include the following:

- Develops and maintains an overall enhanced urban forestry program including internal policies and procedures.
- Develops and maintains a systematic approach to urban forestry management.
- Oversees and administers special projects and grants related to urban forestry.
- Acts as the City Council liaison and interdepartmental liaison for urban forestry issues.
- Schedules, assigns, reviews and evaluates the work of assigned staff and contractors.
- Oversees the development and urban forestry education and outreach programs.
- Oversees the annual audit to the City Council on the urban forestry program.
- Oversees estimates for costs, materials, labor, and time for planting, removing and maintaining trees.
- Networks with urban forestry and development trade industry professionals.
- Recommends, develops and administers urban forestry maintenance plans, policies and procedures.
- Oversees the maintenance of a database and inventory of the City's trees.
- Oversees the preparation of an annual report on the on the City's urban forestry program to the City Council.
- Communicates clear direction, manages for results and leads organizational change.
- Assigns responsibility, takes corrective action, demonstrates leadership in evaluating, developing, and motivating employees.

**Position Requirements:** A Bachelor's degree in urban forestry, horticulture, arboriculture or a related field and four years of professional experience in urban forestry or a directly related field is required. Must possess a certification from the International Society of Arboriculture as an ISA Certified Arborist. Must possess and maintain a FL Class E Driver's License. Must qualify for prior to appointment, obtain and maintain a City of Jacksonville Public Driver's License.

**Approved:**

## CITY ARBORIST

Health, Sciences and Regulatory Services  
Agriculture  
Supervisor  
SC - D03100

OC - U0084  
BU - 120  
EEO - 2  
PG - 1615

**KIND OF WORK:** This is professional forestry work in planning, organizing, and directing urban forestry activities as it relates to county-wide tree planting projects. The work requires thorough knowledge of urban forestry, arboriculture, botany, and horticultural principles and practices, and use of specialized skills in recommending, developing and administering urban forestry planting plans, policies and procedures, which is acquired through a combination of education, training and on the job experience. Oversees and monitors the work of contractors engaged in tree planting, care and removal from the time of planting until tree establishment. Contacts require skill in understanding and influencing people and are important in disseminating technical information and advice to public officials and the general public regarding forestry-related regulations, proper forestry techniques and forestry-related projects. The forestry work is standardized in that tasks are covered by substantially diversified procedures and specialized standards, and because of the changing priorities, or different situations, incumbents have the latitude to consider which of the many procedures or standards should be followed and in what sequence. The work involves differing situations requiring use of judgment in search for solutions or new applications within ones' known experiences. Work is performed in both an office and field environment where risks and hazards are minimal, known, predictable, and controllable. Operates a utility vehicle and standard office equipment such as computer, calculator and copier. Physical demands consist mainly of visually inspecting trees, using equipment and occasionally lifting objects weighing up to 40 pounds. Work is performed under limited supervision where work assignments are subject to established procedures, practices or well-defined policies and is reviewed, usually after the fact, in terms of quality, timeliness, and adherence to methods, standards and policies.

**EXAMPLES OF WORK:** (not intended to be all inclusive)

- Administers county-wide tree planting projects.
- Oversees and monitors the work of contractors involved in tree planting, care and removal from the time of planting until tree establishment.
- Estimates costs, materials, labor, and time for selection, purchasing and planting of trees.
- Recommends, develops and administers urban forestry planting plans, policies and procedures.
- Facilitates and monitors tree planting projects with nonprofits and civil groups.
- Coordinates private and public participation in planting process.
- Helps develop a list of priority planting projects.
- Coordinates education and outreach programs to government and civil groups related to planting.
- Oversees urban forestry studies to include street trees analyses, type mapping and classification through use of aerial photos, statistical analyses, and related materials and methods.

- Helps prepare and submit grant proposals for urban forestry grants.
- Provides staff support for the Tree Conservation Commission related to planting trees.
- Develops long term monitoring procedures for planting projects.
- Sets canopy goals and measures the progress of planting programs.
- Maintains a database and inventory of the City's trees.
- Responds to citizen right-of-way planting requests through the CA.R.E. System.
- Responds to public damaged tree claims and assists with the replanting of trees.
- Assists in preparation of an annual report on the City's tree maintenance program to the City Council.
- Communicates clear direction, manages for results and leads organizational change.
- Assigns responsibility, takes corrective action, demonstrates leadership in evaluating, developing, and motivating employees.
- Demonstrates proficiency in the City of Jacksonville's competencies.
- Performs related work as required.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of botany, arboriculture and horticultural principles and practices.
- Knowledge of urban forestry practices, including planting.
- Knowledge of laws, policies, rules and regulations governing urban forestry operations.
- Knowledge of urban forestry practices in the southern United States preferred.
- Knowledge of methods, materials, equipment, and tools used in urban forestry operations.
- Knowledge of basic species of trees and of their growth, maintenance conditions, and needs.
- Knowledge of soils, fertilizers and methods of plant cultivation compatible with local environmental conditions.
- Knowledge of research and statistical methods and techniques.
- Skill in word processing and database management.
- Ability to oversee and monitor the work of contractors.
- Ability to recommend, develop and administer urban forestry plans, policies and procedures.
- Ability to estimate costs, materials, labor, and time for selection, purchasing and planting of trees.
- Ability to conduct urban forestry studies and to analyze and formulate recommendations based upon such studies.
- Ability to prepare and submit grant proposals for urban forestry grants.
- Ability to communicate effectively.
- Ability to operate a utility vehicle and standard office equipment such as a computer, calculator, and copier utilizing word processing and spreadsheet applications.

**OPEN REQUIREMENTS:** A six year combination of education and professional experience in urban forestry or directly related field which includes successful completion of 24 semester hours of course work in arboriculture, horticulture or

environmental science or related subject. A Bachelor's degree in forestry or a related field preferred.

**OTHER REQUIREMENTS:** The probationary period for this class is six (6) months.

**CLASS SERIES:** Urban Forester or City Arborist > Urban Forestry Supervisor

**LICENSING/CERTIFICATION/REGISTRATION:** A valid Florida Driver's License is required prior to appointment and must be maintained during employment in this class. Must qualify prior to appointment, obtain, and maintain during employment in this class a City of Jacksonville Certification as a Public Driver. Must possess certification from the International Society of Arboriculture as an ISA Certified Arborist or Master Arborist.

**APPROVED: 3/xx/17**

**REVISION DATE:**



# Exhibit C

1 Introduced by the Council President at the Request of the Office of  
2 General Counsel:

3  
4  
5 **ORDINANCE 2017-**

6 AN ORDINANCE AMENDING SECTION 111.760 (TREE  
7 PROTECTION AND RELATED EXPENSES TRUST FUND),  
8 CHAPTER 111 (SPECIAL REVENUE AND TRUST  
9 ACCOUNTS), *ORDINANCE CODE*, TO AUTHORIZE  
10 EXPENDITURE OF TRUST FUND MONIES FOR SALARY  
11 AND BENEFITS FOR ONE CITY ARBORIST POSITION;  
12 PROVIDING AN EFFECTIVE DATE.

13  
14 **BE IT ORDAINED** by the Council of the City of Jacksonville:

15 **Section 1. Amending Section 111.760 (Tree Protection and**  
16 **Related Expenses Trust Fund), Chapter 111 (Special Revenue and**  
17 **Trust Accounts), *Ordinance Code*.** Section 111.760 (Tree Protection  
18 and Related Expenses Trust Fund), *Ordinance Code*, is hereby amended  
19 to read as follows:

20 **CHAPTER 111 Special Revenue and Trust Accounts**

21 \* \* \*

22 **Sec. 111.760 Tree Protection and Related Expenses Trust**  
23 **Fund.**

24 There is created within the General Trust and Agency Fund a  
25 trust fund account to be known as the Tree Protection and Related  
26 Expenses Trust Fund, hereinafter referred to as the Fund, into  
27 which shall be deposited all contributions and fines collected or  
28 imposed, together with any donation, gift, grant, or other sum of  
29 money as may from time to time be appropriated by Council, and all  
30 monies recovered by the City as civil fines pursuant to Section  
31 656.1208; provided, however, that monies collected as

1 administrative costs or attorneys' fees or costs of litigation  
2 shall be paid directly to the City. The funds deposited in this  
3 trust fund, together with any interest accrued thereon, shall be  
4 expended for providing trees and incidental landscaping, and  
5 maintaining trees, within City rights-of-way and on other lands  
6 owned by the City, its agencies or authorities, or upon which other  
7 ownership control may be exerted by the City, its agencies or  
8 authorities, including parks, public areas and easements, and also  
9 along all other public rights-of-way and on all other public lands  
10 in Duval County. The funds deposited in this trust fund may also be  
11 used to pay the salary and benefits of one City Arborist position.  
12 The City Arborist position authorized herein shall be exclusively  
13 focused on the planting of trees and other activities directly  
14 supporting planting projects in the City which utilize monies from  
15 this trust fund. The Director of Finance and Administration is  
16 authorized and directed to make disbursements from this fund, after  
17 Council appropriation, upon written requisition for such purposes  
18 signed jointly by the Director of Public Works and the Director of  
19 Recreation and Parks.

20 \* \* \*

21 **Section 2. Effective Date.** This ordinance shall  
22 become effective upon signature by the Mayor or upon becoming  
23 effective without the Mayor's signature.

24  
25 Form Approved:

26  
27 \_\_\_\_\_  
28 Office of General Counsel

29 Legislation prepared by: Jason R. Teal

30 GC-#1122129-v3-Tree\_Fund\_Authority\_re\_City\_Arborist

# Exhibit D

1 Introduced by the Council President at the request of the Office of  
2 General Counsel:

3  
4 **ORDINANCE 2017-**

5 AN ORDINANCE AMENDING CHAPTER 656 (ZONING  
6 CODE), PART 12 (LANDSCAPE AND TREE PROTECTION  
7 REGULATIONS), SUBPART B (TREE PROTECTION),  
8 SECTIONS 656.1206 (PERMIT PROCEDURE AND  
9 CRITERIA FOR TREE REMOVAL, RELOCATION AND  
10 REPLACEMENT OF PROTECTED TREES) AND 656.1208  
11 (ENFORCEMENT; VIOLATIONS AND PENALTIES;  
12 STOPPING WORK, CORRECTION OF VIOLATION),  
13 *ORDINANCE CODE*, TO AMEND THE ENFORCEMENT  
14 PROCESS FOR VIOLATIONS OF CHAPTER 656 (ZONING  
15 CODE), PART 12 (LANDSCAPE AND TREE PROTECTION  
16 REGULATIONS); PROVIDING AN EFFECTIVE DATE.

17  
18 **BE IT ORDAINED** by the Council of the City of Jacksonville:

19 **Section 1. Amending Chapter 656 (Zoning Code), Ordinance**  
20 **Code.** Chapter 656 (Zoning Code), Sections 656.1206 (Permit  
21 procedure and criteria for tree removal, relocation and replacement  
22 of protected trees), and 656.1208 (Enforcement; violations and  
23 penalties; stopping work, correction of violation), *Ordinance Code*,  
24 is hereby amended to read as follows:

25 **CHAPTER 656 - ZONING CODE**

26 \* \* \*

27 **PART 12. - LANDSCAPE AND TREE PROTECTION REGULATIONS**

28 \* \* \*

29 **SUBART B. - TREE PROTECTION**

30 \* \* \*

31 **Sec. 656.1206. - Permit procedure and criteria for tree**

**Exhibit 1**

1 removal, relocation and replacement of protected trees.

2 \* \* \*

3 ~~(c) The Chief may promulgate rules and regulations for the uniform~~  
4 ~~application, enforcement and implementation of this Part.~~  
5 ~~Additionally, the Chief may establish a process whereby~~  
6 ~~development may proceed prior to final landscape plan approval~~  
7 ~~through the use of an irrevocable, evergreen letter of credit~~  
8 ~~in a form acceptable to the Office of General Counsel.~~

9 ~~(d)~~ Any person, organization, society, association, corporation or  
10 agent thereof who intends to trim, prune, cut, disturb roots,  
11 or to destroy or remove any tree from a public easement,  
12 public property or right-of-way shall obtain a permit from the  
13 Chief. All work shall be conducted in strict accordance with  
14 the National Arborist Association Pruning Standards for Shade  
15 Trees, the American National Standards for Tree Care  
16 Operations (ANSI #Z133.1), and any additional conditions of  
17 such permit.

18 (ed) Any department or division of the City of Jacksonville, any  
19 independent authority or agency of the City of Jacksonville,  
20 and any provider or utility service may obtain an annual  
21 permit to trim or remove trees for maintenance purposes, for  
22 the installation of new facilities, or to maintain proper  
23 clearance on existing facilities upon the submission of an  
24 operational manual, procedures and/or standards for such work  
25 within the service area of the utility, which manual,  
26 procedures and/or standards shall be subject to the review and  
27 approval of the Chief. A separate annual permit shall be  
28 obtained for areas designated as scenic and historic corridors  
29 established pursuant to Section 656.1219, which permit shall  
30 include the procedures, standards and conditions imposed by  
31 council, if any, in the ordinance designating the corridor.

1 All work shall be conducted in strict accordance with the  
2 permit; provided, however, that the requirements of this  
3 Section shall not restrict in any manner whatsoever or  
4 prohibit any provider of utility service from taking any  
5 action to trim or remove trees which is reasonably required in  
6 order to restore utility service. The permit holder shall make  
7 every reasonable effort to minimize the impact on the  
8 environment, including consideration of alternatives for the  
9 provision of service.

10 (~~fe~~) The approval, conditional approval or denial by the Building  
11 Inspection Division of an application for a tree removal  
12 permit, as required by this Section, shall be based on the  
13 following criteria:

14 \* \* \*

15 (~~gf~~) Any relocation of trees in compliance with this Subpart shall  
16 be performed in accordance with accepted industry practices,  
17 including watering to insure survival of transplanted stock.

18 (~~hg~~) Protected trees identified for removal on the site clearing or  
19 tree removal permit application shall be replaced with new  
20 planted trees, unprotected trees or transplanted trees.  
21 Protected live oaks (*quercus virginiana*) removed shall be  
22 replaced only with live oaks. The total caliper inches of  
23 replacement live oaks shall equal the total caliper inches of  
24 protected live oaks removed; for other removed protected  
25 trees, the total caliper inches of replacement trees shall  
26 equal one-third the total caliper inches removed, ~~unless~~  
27 ~~otherwise approved by the Chief~~ A waiver of this replacement  
28 requirement may be approved by the Chief if the tree removal  
29 was for the purpose of removing dead, diseased, dying or trees  
30 of similar condition or for trees whose roots are causing  
31 severe damage, as determined in the sole discretion of the

1 Chief, to an adjacent structure. No waiver shall be allowed  
2 for the removal of any tree whose continued existence was  
3 necessary for compliance with the City's Landscape Code, for  
4 receiving credit for conservation mitigation, or for any tree  
5 which was planted as part of a mitigation requirement. The  
6 total caliper inches for replacement of exceptional specimen  
7 trees shall equal the total caliper inches of exceptional  
8 specimen trees removed pursuant to Section 656.1205(d). When  
9 there ~~is~~ are more than an average of significant loss of  
10 mature tree canopy or two exceptional specimen trees per acre  
11 removed on a particular site, the required mitigation may  
12 shall be increased by up to twice the minimum caliper of all  
13 exceptional specimen trees lost by the Chief in order to  
14 compensate for that loss. If multi-trunked trees are used as  
15 replacement trees, then the total caliper of the four largest  
16 trunks shall equal the replacement caliper. ~~New~~ Palms may be  
17 used only to replace protected palms removed. Replacement  
18 species used shall be approved by the Chief. Additionally, the  
19 following provisions shall apply:

20 \* \* \*

21 (14) If the applicant demonstrates to the satisfaction of the  
22 Chief that the site cannot accommodate the total number  
23 of required replacement trees as a result of insufficient  
24 planting area, the applicant shall provide a monetary  
25 contribution to the Tree Protection and Related Expenses  
26 Trust Fund. The amount of such contribution shall be  
27 determined as follows: For every two caliper inches, or  
28 fraction thereof, of replacement trees which would  
29 otherwise be required, the contribution shall be equal to  
30 the retail value of a planted two-inch caliper nursery  
31 grown shade tree. The retail value shall be calculated by



1 taking the average of the median current wholesale price,  
2 published by North Florida nurseries, for a container  
3 grown, and a balled and burlapped two-inch caliper ~~laurel~~  
4 live oak, multiplied by two. The retail value shall be  
5 recalculated and adjusted annually on October first.

6 \* \* \*

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

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

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

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

1 (1) When there is work done without a permit, the property  
2 owner shall ~~By paying~~ the permit fee due the City for the  
3 work, which permit fee shall be twice the amount of the  
4 regular permit fee specified in Section ~~320.409(17)~~  
5 320.409(a)(15) which would have been due had the permit  
6 been obtained prior to commencing work, and by replacing  
7 the protected trees removed without a permit with new  
8 planted trees, unprotected trees or transplanted trees.  
9 The total caliper inches of the replacement trees shall  
10 equal twice the amount of total caliper inches required  
11 to be planted, pursuant to Section 656.1206(h) ~~of the~~  
12 ~~protected trees removed.~~ The property owner shall also  
13 submit Aa tree replanting plan showing how the damage  
14 caused to the site by the violation will be mitigated  
15 shall be subject to the review and approval of the Chief  
16 and the trees installed within the time limit stated on  
17 the permit. Replacement trees shall meet the requirements  
18 of Section 656.1206, except that the minimum caliper of  
19 ~~the~~ all replacement trees shall be four inches, and the  
20 plan shall meet the requirements of Section 656.1217, to  
21 the extent applicable; or

22 (2) When there is no permit, the violator shall ~~By paying~~ the  
23 permit fee due the City for the work, which permit fee  
24 shall be twice the amount of the regular permit fee  
25 specified in Section ~~320.412~~ 320.408(a)(15), which would  
26 have been due had the permit been obtained prior to  
27 commencing work, and by making a contribution to the Tree  
28 Protection and Related Expenses Trust Fund to compensate  
29 for each replacement tree which is not planted. The  
30 amount of such contribution shall be ~~determined~~ twice the  
31 required amount, pursuant to the formula described in

1 Section ~~656.1206(h)(10)~~ 656.1206(h)(14); For each  
2 subsequent violation by the property owner, the amount of  
3 such contribution shall be triple the required amount,  
4 pursuant to the formula described in Section  
5 656.1206(h)(14). ~~For each subsequent violation by the~~  
6 property owner, the amount of such contribution shall be  
7 triple the required amount, pursuant to the formula  
8 described in Section 656.1206(h)(14).

9 (3) When there has been a permit issued for the proposed  
10 work, any property owner who removes more caliper inches  
11 than the number of caliper inches approved in their  
12 permit as identified in the final landscape inspection is  
13 required to pay triple the required amount for those  
14 caliper inches that were not permitted pursuant to the  
15 formula described in Section 656.1206(h)(14). ~~(34)~~ If the  
16 site has been cleared and the trees have been removed  
17 from the site so that the Chief is unable to determine  
18 with reasonable certainty the number of protected trees  
19 removed in violation of this Subpart, the violation shall  
20 be corrected by ~~paying a civil fine of up to~~ making a  
21 contribution to the Tree Protection and Related Expenses  
22 Trust Fund equal to \$50,000 per acre, or fraction thereof  
23 per each acre, of land cleared, which fine shall be  
24 assessed by the Chief. In the event the Chief assesses  
25 such a fine, the Chief shall provide the following  
26 information in the Notice of Violation, pursuant to  
27 subsection (a), to the property owner: the amount of  
28 acres presumed to be impacted by the site clearing  
29 without a permit, the total fine assessed, and any other  
30 information or documents the Chief relied upon to  
31 calculate the fine ("preliminary assessment of fine").

1 The property owner shall have the ability to appeal the  
2 preliminary assessment of fine as follows:- The  
3 contributions and fines assessed under this subsection  
4 shall be payable to the Tax Collector immediately within  
5 seven days after assessment. All amounts received by the  
6 City pursuant to this subsection shall be deposited into  
7 the Tree Protection and Related Expenses Trust Fund  
8 established under Section 111.760. No work shall continue  
9 on the site until the tree replanting plan has been  
10 approved or the contribution or fine has been collected.

11 (i) The property owner has the burden of proving the  
12 preliminary assessment of fine should be reduced.

13 The property owner shall have 30 days from the  
14 receipt of the Notice of Violation to dispute the  
15 assessment. The notice of dispute shall be in  
16 writing and sent to the Chief via electronic mail  
17 and by either hand delivery or certified mail, and  
18 contain the following information (if applicable):  
19 evidence of the species of trees removed, the total  
20 caliper inches removed, the application of any  
21 exception or exemption to the trees removed as  
22 provided for in this Part, and any other relevant  
23 information used to dispute the preliminary  
24 assessment of fine. All evidence relied upon to  
25 support the dispute, including expert analysis and  
26 geographical data, shall also be provided in the  
27 notice of dispute.

28 (ii) The Chief shall have 30 days to respond to the  
29 notice of dispute. The response shall be in writing  
30 and shall be sent to the property owner, or his  
31 agent, via electronic mail and either hand delivery

1 or certified mail, and shall provide the Final  
2 Assessment of Fine based on one of the following  
3 determinations: (1) the Chief rejects the basis for  
4 the notice of dispute and applies the preliminary  
5 assessment of fine as the Final Assessment of Fine;  
6 or (2) the Chief accepts all or a portion of the  
7 notice of dispute and adjusts the preliminary  
8 assessment of the fine, an explanation of the  
9 adjustment shall be provided. When the Chief accepts  
10 all or a portion of the notice of dispute, the  
11 minimum contribution shall be \$5000 for each acre  
12 plus twice the contribution amount required for  
13 those caliper inches that were removed pursuant to  
14 the formula described in Section 656.1206(h) (14).

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

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

28 (5) In the event the contractor responsible for the site  
29 clearing in violation of this subpart is different than  
30 the property owner, in addition to the penalties listed  
31 in subparagraphs (2) and (3), above, the contractor shall

1 also be subject to a civil penalty of \$1,000.00 for the  
2 first violation, \$2,000.00 for the second violation, and  
3 \$3,000.00 for every subsequent violation. Each parcel  
4 where the contractor conducts site clearing work without  
5 a permit shall be considered a separate violation.

6 (6) The contribution assessed under this subsection shall be  
7 payable to the Tax Collector within seven days after the  
8 non-appealable Final Order is issued. All amounts  
9 received by the City pursuant to this subsection shall be  
10 deposited into the Tree Protection and Related Expenses  
11 Trust Fund established under Section 111.760, except that  
12 the Building and Inspection Division shall receive up to  
13 \$1,000 per acre for the enforcement of this subsection.  
14 No work shall continue on the site until the tree  
15 replanting plan has been approved or the contribution or  
16 fine has been collected.

17 (d) Appeals. A person aggrieved by an administrative order,  
18 determination or decision of the Chief may appeal the order,  
19 determination or decision to the Planning Commission pursuant  
20 to the provisions of Section ~~656.134~~ 656.135.

21 \* \* \*

22 **Section 2. Effective Date.** This ordinance shall become  
23 effective upon signature by the Mayor or upon becoming effective  
24 without the Mayor's signature.

25 Form Approved:

26 \_\_\_\_\_  
27  
28 Office of General Counsel

29 Legislation prepared by Jason R. Teal

30 GC-#1126727-v1-Tree\_Mitigation\_and\_Penalty\_Legislation.doc