



Your Community.  
Our Commitment.

# **AVALON GROVES**

## **COMMUNITY DEVELOPMENT DISTRICT**

### ***Advanced Workshop Package***

***Date/Time:***  
***Thursday***  
***July 9, 2026***  
***10:00 a.m.***

***Location:***  
***Palms at Serenoa Clubhouse***  
***17244 Bay Cedar Way,***  
***Clermont, FL 34714***

***Note: The Advanced Workshop Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***





**AVALON GROVES**  
COMMUNITY DEVELOPMENT DISTRICT  
c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
321-263-0132

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Board of Supervisors  
**Avalon Groves Community Development District**

Dear Board Members:

The Workshop of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, July 9, 2026 at 10:00 a.m.** at **Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, FL 34714.**

The advanced copy of the agenda for the workshop is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the workshop.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 ext. 536 or [hbeckett@vestapropertyservices.com](mailto:hbeckett@vestapropertyservices.com).

Sincerely,

*Heath Beckett*

Heath Beckett  
District Manager

CC: Attorney  
District Records





# AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, July 9, 2026  
Time: 10:00 a.m.  
Location: Palms at Serenoa Clubhouse  
17244 Bay Cedar Way  
Clermont, FL 34714

**\*Gate Code for Meeting Access Only: 56143**

## Workshop Agenda

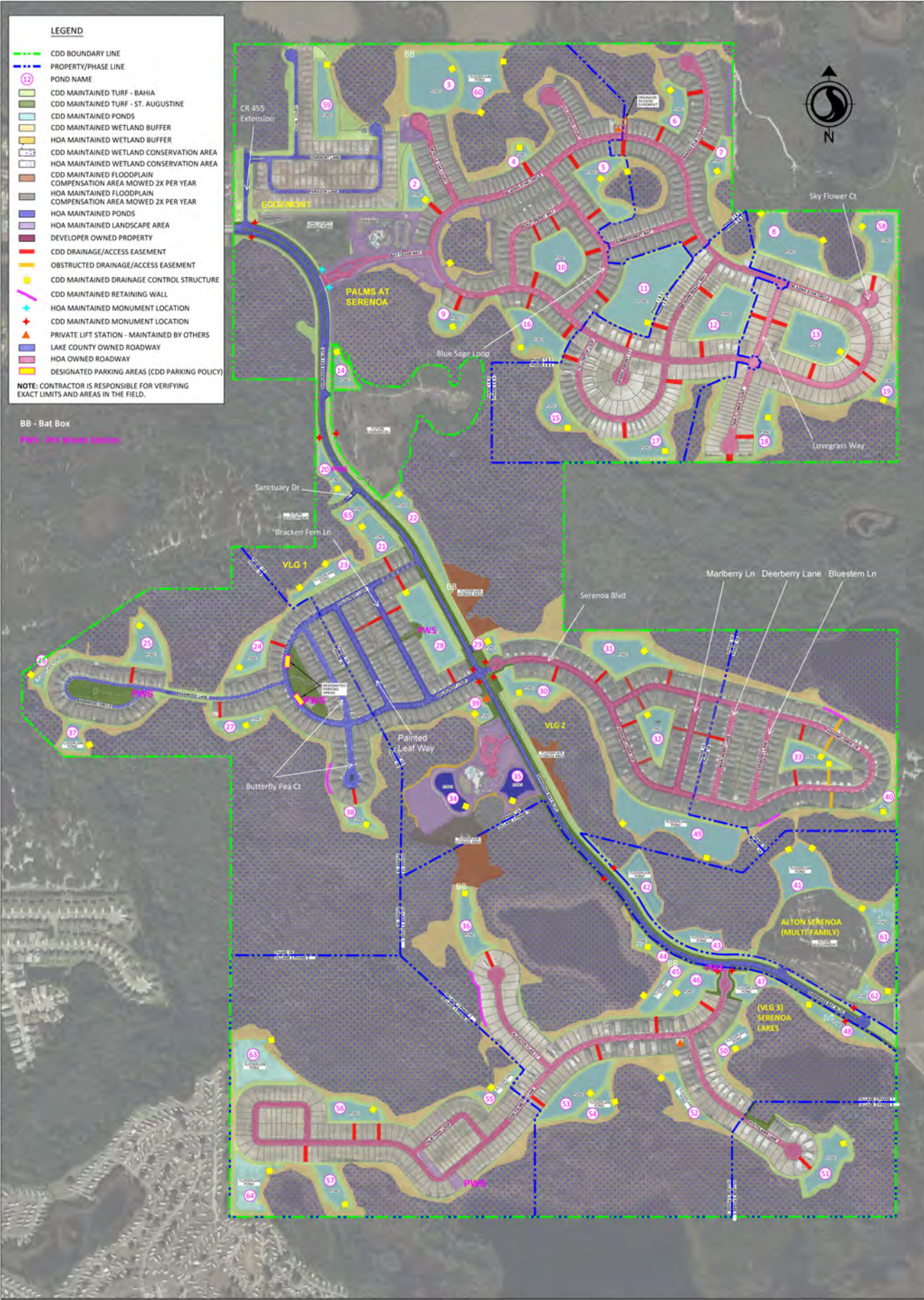
The Workshop is convened to discuss any matters that may come before the Board.  
No decisions will be made, nor action taken, on behalf of the CDD at this workshop.

*The full draft agenda packet may be requested no earlier than 7 days prior to the workshop date  
by emailing [sconley@vestapropertyservices.com](mailto:sconley@vestapropertyservices.com)*

- |                                  |  |                                 |
|----------------------------------|--|---------------------------------|
| <b>FIRST ORDER OF BUSINESS:</b>  | <b>CALL TO ORDER</b>   |                                 |
| <b>SECOND ORDER OF BUSINESS:</b> | <b>SELECTION OF WORKSHOP SECRETARY</b>   |                                 |
| <b>THIRD ORDER OF BUSINESS:</b>  | <b>AUDIENCE COMMENTS</b>   |                                 |
| <b>FOURTH ORDER OF BUSINESS:</b> | <b>DISCUSSION ITEMS</b>  |                                 |
| A.                               | Review of Field Requests   | <b><u>EXHIBIT 1</u></b>         |
| B.                               | Landscape and Environmental – <i>John Holden/Gabriel Ruperez/Carl Weston</i>     |                                 |
| 1.                               | Discussion on Landscape & Irrigation Maintenance Services Agreement              | <b><u>EXHIBIT 2</u></b>         |
| 2.                               | Discussion on Landscape Ad Hoc Committee (Weston)                                | <b><u>WALK-ON EXHIBIT A</u></b> |
| 3.                               | Discussion on Lake County Landscape Ordinance and Tree Replacement Plan (Weston) | <b><u>EXHIBIT 3</u></b>         |
| C.                               | Amenities and Infrastructure – <i>John Holden/Gene Mastrangeli</i>               |                                 |
| 1.                               | Monument Lighting (Mastrangeli)  |                                 |
| D.                               | Public Safety – <i>Carl Weston/Robert Wolski</i>                                 |                                 |
| E.                               | Finance – <i>Gene Mastrangeli/Robert Wolski</i>                                  |                                 |
| F.                               | Other Items  |                                 |

- |  |  |
|--|--|
| <b>FIFTH ORDER OF BUSINESS:</b>              | <b>NEXT MEETING ANNOUNCEMENTS</b>              |
| <b>Regular Meeting</b>                       | <b>Workshop</b>                                |
| <b>10:00 a.m. on Thursday, July 23, 2026</b> | <b>10:00 a.m. on Thursday, August 13, 2026</b> |
| Serenoa Club Amenity Center                  | Palms at Serenoa Clubhouse                     |
| 17555 Sawgrass Bay Blvd.,                    | 17244 Bay Cedar Way                            |
| Clermont, FL 34714                           | Clermont, FL 34714                             |

**SIXTH ORDER OF BUSINESS: ADJOURNMENT**



- LEGEND**
- CDD BOUNDARY LINE
  - PROPERTY/PHASE LINE
  - (12) POND NAME
  - CDD MAINTAINED TURF - BAHIA
  - CDD MAINTAINED TURF - ST. AUGUSTINE
  - CDD MAINTAINED PONDS
  - CDD MAINTAINED WETLAND BUFFER
  - HOA MAINTAINED WETLAND BUFFER
  - CDD MAINTAINED WETLAND CONSERVATION AREA
  - HOA MAINTAINED WETLAND CONSERVATION AREA
  - CDD MAINTAINED FLOODPLAIN COMPENSATION AREA MOWED 2X PER YEAR
  - HOA MAINTAINED FLOODPLAIN COMPENSATION AREA MOWED 2X PER YEAR
  - HOA MAINTAINED PONDS
  - HOA MAINTAINED LANDSCAPE AREA
  - DEVELOPER OWNED PROPERTY
  - CDD DRAINAGE/ACCESS EASEMENT
  - OBSTRUCTED DRAINAGE/ACCESS EASEMENT
  - CDD MAINTAINED DRAINAGE CONTROL STRUCTURE
  - CDD MAINTAINED RETAINING WALL
  - HOA MAINTAINED MONUMENT LOCATION
  - CDD MAINTAINED MONUMENT LOCATION
  - ▲ PRIVATE LIFT STATION - MAINTAINED BY OTHERS
  - LAKE COUNTY OWNED ROADWAY
  - HOA OWNED ROADWAY
  - DESIGNATED PARKING AREAS (CDD PARKING POLICY)
- NOTE: CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LIMITS AND AREAS IN THE FIELD.**

BB - Bat Box  
 PWS - Pot Waste Station

2024/07/11 1:10 PM by: holly\_born  
 I:\31341\_8826\Avalon\Draws\CDD\Projects\CDD\Ownership\_Maintenance\_Map.dwg

**AVALON GROVES  
 OWNERSHIP AND MAINTENANCE MAP  
 CLERMONT, FLORIDA  
 JULY, 2024**

Revision	By	Appr.	TR.MK/SD
AVALON GROVES CDD	RFN	23/12/01	

**Stantec**  
 Stantec Consulting Services Inc.  
 777 S. Harbour Island Blvd. Suite 600  
 Tampa, Florida 33602 Tel. 813.223.9200  
 www.stantec.com Fax. 813.223.0099  
 Certificate of Authorization #27013  
 FL Lic. # LC-C000170



The Contractor shall verify and be responsible for all dimensions. CDD HOI scale  
 The Owner shall verify and be responsible for all dimensions. CDD HOI scale

# EXHIBIT 1



# Avalon Groves CDD

## Landscape

Entry #	Date Created	Name	Address	Message	Response	Resolution / Date
277	2026-06-29 10	Weston	17346 Balzing Star Circ.	Received a text message from a passerby observed a main irrigation box flooding easement area. HOA called Sunshine and they came out. However, I was told that the main irrigation box is not HOA but belongs to CDD. Inside the box do show a pipe break. If correct, Sunshine did turn off the main meter to prevent water from being released into its surrounding area. The pipe will need to be repaired.		
276	2026-06-25 18	Rabe	3855 Winged Elm Court	Hello, I'm writing to request that the landscaping quit mowing grass clippings into the pond behind my house. Besides the look it also smells as the grass decompose	7/2 email: The pictures show surface algae in the pond and the odor is from the dead algae decomposing after being treated by the aquatic vendor.  Unfortunately the current high temperatures, low water levels, and high nutrient levels in the water foster rapid algae blooms. Algacide continues to be applied twice a month in accordance with environmental regulations and professional standards.	7/2 ongoing treatments
275	2026-06-23 18	Rubino	2528 alligator flag ct	Landscape crew failed to properly trim grass again. Completely ignored grass in the middle. The only reason grass is gone near fence is because I removed it this weekend by hand. You can see the tire marks from mower in picture. His needs a permanent solution.  Additionally, I was never contacted after last complaint on same topic.	Duplicate of 269  [*Fenceline is HO responsibility]	
274	2026-06-20 20	Davis	3416 Yellowtop Loop	I'm not sure which pond we are on Yellowtop, it does not connect with Blazing Star so I'm assume 15 or 17. After the last time, the crew mowed, we noticed a huge amount of branches piled up next to the drainage area heading into the conservation area. These need to be removed. Thank you.	6/20 Weston email: Kelly, Thank you for informing us. We are already aware of this and have communicated of the issue to DTE who will be handling the removal.	
273	2026-06-18 12	McQueen	3440 Yellowtop Loop	Pond 15 had a tree limb fall. Half in pond and half on land let Carl know.	6/19 Beckett email: Thank you for sending this over. We will have DTE get this taken care of.	



# Avalon Groves CDD

## Landscape

Entry #	Date Created	Name	Address	Message	Response	Resolution / Date
269	2026-06-06 11:42:33	Rubino	2528 alligator flag ct	Landscaping company continues to neglect upkeep/cutting of the area in between owner and conservation property. Area behind our homes has not been trimmed in months. It appears the only time clean up occurs is when residents complain. This is not acceptable!	Access?	



# Avalon Groves CDD

## Field Operations

Entry #	Date Create	Name	Address	Message	Response	Resolution / Date
270	2026-06-08 14:06:16	DEVANEY	17656 SAW PALMETTO AVE	We have concerns about the slope erosion behind our property. Taking a proactive approach we would like to have this checked. Have reached out David Landry with the hoa and he directed us to cdd. Thank you for your attention to this matter	6/8 DM email: Thank you for the note. I have reached out to our District Engineer to take a look at this and give us a report.	



# Avalon Groves CDD

## Ponds/Stormwater System

Entry #	Date Created	Name	Address	Message	Response	Resolution / Date
279	2026-07-02	Ardelean	3433 meadow beauty way	<p>This pond has really gotten out of control. The weeds have pushed further and further out into the water. They have been sprayed maybe twice only this year and it does NO GOOD, they just grow back days later!!! It resembles a swamp, it smells when we sit out on our porch! Mowers ONLY mow, but have not seen them weedeat the edges since end of last year (2025)I have had to weedeat the area myself in front of my porch or the weeds would be 4ft tall otherwise! Never see anyone come and physically look at (monitor) the pond ever (as cdd site states). I think its time to contact the aquatic company to come get this under control and cleaned up! Compared to all other Serenoa ponds, this one is pretty awful.</p>	<p>7/2 Goldrick email: I just added it to the list for next week.</p>	
278	2026-07-01	Borges	2400 Palm Park Loop	<p>We are writing to bring attention to an ongoing maintenance issue concerning the pond 55 located directly behind our home. The grass along the water's edge is not being cut correctly, which poses a long-term concern. Without proper trimming and control, the grass is gradually encroaching into the pond. Over time, this unchecked growth may lead to the reduction—or even elimination—of the pond itself. On the other hand, the grass along the water's edge on other ponds has been properly trimming and controlling to avoid the grass gradually encroaching into the pond and we are requesting the same care for pond 55. We kindly request that the CDD to look into our request. Attached you will find photos for your reference. Thank you for your attention to this matter. We appreciate your continued efforts in keeping our community well-</p>	<p>7/1 Beckett email: Thank you letting us know. I have asked our vendors to take care of this</p> <p>7/2 Goldrick email: He'll hit this one hard during service next week.</p>	



# Avalon Groves CDD

## Streetlights

Entry #	Date Create	Name	Message	Response	Resolution /
68	6/25/2026	Beckett	17555 Sawgrass Bay Blvd. These lights are in the amenity center parking lot. Pole # 142 and #143 are not working at all.		
36	2025-08-12	Likeum	Hi Address of the light is North corner of the 2425 Southlawn Ln in village 3 lot	Listed on 9/18 Streetlight audit	Bell missing - vendor sourcing parts



# EXHIBIT 2



# **EXHIBIT A: SCOPE OF SERVICES**



## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

**1) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

***Pond Mowing*** - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that



trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear



site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

**Palms** - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

**4) WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

**AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means



(line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

**7) REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

## PART 2

### FERTILIZATION

Any fertilizer ordinance in place for Lake County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

**NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF LAKE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.**

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF



November A complete fertilizer based on soil tests + PreM

**All Bahia Sod:**

February A complete fertilizer based on soil tests + Pre M  
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
October A complete fertilizer based on soil tests + Pre M

**All Zoysia Sod:**

February A complete fertilizer based on soil tests + PreM  
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
July SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
September Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
November A complete fertilizer based on soil tests + PreM

**All Bermuda Sod:**

February A complete fertilizer based on soil tests + PreM  
March Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
April SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
May A complete fertilizer based on soil tests  
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
July Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)  
September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
November A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.



### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## **PART 3**

### **PEST CONTROL**

**Insects and Disease in Turf** - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those



species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control** - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

#### **PART 4**

#### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:



A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of



run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lake County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## **PART 5**

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately \_\_\_\_\_ annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

#### **December through March**

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

#### **April through June**

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

#### **July through November**

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

#### **November and December**

Red and white petunias

\*\* Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums



The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]



# WALK-ON EXHIBIT A



# Landscape Ad Hoc Committee Charter

Local Government Board of Supervisors

## Purpose

The Landscape Ad Hoc Committee is established to develop a clearly defined Request for Proposal (RFP) for the selection and engagement of a landscape contractor. The committee will ensure the RFP reflects the Board's objectives, community standards, budgetary constraints, and applicable procurement requirements to support a transparent and effective contractor selection process.

## Membership

The Ad Hoc Committee will consist of five (5) members appointed by the Board of Supervisors. Membership shall include one Board representative and may include community stakeholders or individuals with relevant expertise in landscaping, procurement, public works, contract management, or related fields.

## Scope of Authority

The Landscape Ad Hoc Committee serves solely in an advisory capacity to the Board of Supervisors. The committee may research, draft, and recommend RFP language, evaluation criteria, and process considerations, but it does not have authority to award contracts, select vendors, negotiate terms, or make binding decisions unless expressly authorized by the Board.

## Reporting Requirements

- Provide written updates to the Board of Supervisors at each scheduled Board meeting.
- Submit a draft Request for Proposal (RFP) for Board review and approval within the timeline established by the Board.
- Document all committee meetings, including attendance, topics discussed, materials reviewed, and recommendations made.
- Present a final report summarizing the RFP development process, recommended evaluation criteria, and any related recommendations for Board consideration.



## Timeline and Dissolution

The committee shall operate according to milestones and deadlines established by the Board of Supervisors. Unless otherwise extended by the Board, the committee shall dissolve upon submission of the final report and completion of its assigned RFP-related responsibilities.

## Additional Guidelines

- All committee activities must adhere to local government policies, ethical standards, public meeting requirements, and applicable procurement regulations.
- The committee may seek input from subject matter experts or the public only as directed or permitted by the Board.
- The Board of Supervisors reserves the right to modify the scope, membership, participants, timeline, or authority of the committee at any time.



# EXHIBIT 3



**Summary of Ordinance**

The purpose of this Ordinance is to amend Lake County Code, Appendix E, Land Development Regulations (“LDR”), in order to revise the landscaping standards. Specifically, this Ordinance amends Section 9.01.00 “Landscaping Standards” and Section 9.02.00 “Tree Protection” to simplify and streamline existing landscape regulations including the modification of tree removal requirements.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation “\* \* \*” shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

**ORDINANCE 2018- \_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 9.01.00 “LANDSCAPING STANDARDS” AND 9.02.00 “TREE PROTECTION” BY SIMPLIFYING EXISTING LANDSCAPE STANDARDS AND TO EXEMPT RESIDENTIAL LOTS WITH AN OCCUPIED DWELLING FROM NEEDING A TREE REMOVAL PERMIT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Lake County, Florida desires to amend Lake County Code, Appendix E, Land Development Regulations, to simplify existing landscape regulations including the modification of tree removal requirements; and

**WHEREAS**, the Lake County Board of County Commissioners determines that this amendment is in the best interests of the citizens of Lake County, Florida.

**NOW THEREFORE**, be it ordained by the Board of County Commissioners of Lake County, Florida, as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein.

**Section 2. Amendment.** Section 9.01.00 *Landscaping Standards* and Section 9.02.00 *Tree Protection* Lake County Code, Appendix E, Land Development Regulations, is hereby amended as follows.

\*\*\*

**9.01.02 General Requirements and Exemptions.** It Shall be unlawful for any person to clear, develop or increase the developed area of any site or lot unless in compliance with the terms of this Section. No development order or development permit Shall be issued unless it complies with these requirements or unless such development is specifically exempted as specified below. The following activities are exempt from the provisions of this Section:

A. Agriculture and Silviculture.

1. Bona fide farm operations on land classified as agricultural pursuant to Section 193.461, Florida Statutes, as amended.





- 1            1.    Quality. All required plant materials Shall be installed and maintained in conformance with
- 2            the provisions of this Section and Shall conform to the standards for Florida No. 1 or better
- 3            as given in Florida Grades and Standards for Nursery Plants 2015 State of Florida,
- 4            Department of Agriculture and Consumer Services, Tallahassee, which is hereby adopted
- 5            and included by reference herein. A copy of such publication is available from the County
- 6            Manager or designee. All plant material Shall be planted in suitable soil to permit its survival.
- 7            Any plant materials not contained in the references provided in The Plant List for Lake
- 8            County, and not prohibited by Section 9.01.09 Prohibited Plant Species, must be shown to
- 9            be suitable for planting.
- 10           2.    Soil Analysis. The existing soils on the site should be analyzed to help determine the
- 11           appropriate plant types for the site.
- 12           3.    Native Plants. A minimum of ~~two-thirds (2/3) fifty (50) percent~~ of the required plants Shall
- 13           be ~~native-Florida Friendly Landscaping™~~ species suitable for the site.
- 14           4.    Canopy Trees. All canopy trees required pursuant to this chapter Shall be a minimum of two
- 15           and one-half (2.5) caliper inches and in a thirty (30) gallon container or greater. Equivalent
- 16           ball and burlap trees may be used. The minimum height of trees is eight (8) feet and the
- 17           minimum spread is four (4) feet.
- 18               a.    Canopy trees Shall be provided with a minimum one hundred (100) square foot pervious
- 19               area around the trunk with a minimum diameter of eight (8) feet.
- 20               b.    Clustering may be utilized if needed for design intent. ~~Special precautions Shall be~~
- 21               ~~taken to not locate be located under or near utility easements.~~
- 22               c.    Canopy trees Shall not be located or installed under or near utility easements.
- 23
- 24           5.    Ornamental trees. All ornamental trees required pursuant to this chapter Shall be a minimum
- 25           of two (2) caliper inches and in a thirty-gallon container or greater. Equivalent ball and
- 26           burlap trees may be used. The minimum height of trees is eight (8) feet and the minimum
- 27           spread is four (4) feet.
- 28           Adequate spacing Shall be maintained to protect and allow for the growth of the root systems
- 29           of each tree.
- 30           6.    Palms. Palms may be used in place of ornamental or canopy trees to meet the minimum tree
- 31           requirements. In no case Shall the total number of palms of all species combined account for
- 32           more than twenty (20) percent of the required canopy trees nor more than twenty (20) percent
- 33           of the required ornamental trees. The minimum size of palms is four (4) feet of clear trunk
- 34           for tree form palms. ~~One (1) Two (2) palm trees may~~ count as one (1) canopy or ornamental
- 35           tree ~~unless it is a large specimen palm tree such as a Medjool or Date Palm which may be~~
- 36           ~~counted as one (1) palm tree to one (1) canopy or ornamental tree.~~

\*\*\*

**9.01.06 Landscape Buffer Requirements.**

\*\*\*

**C. Street Tree Requirements.**

- 1. Street trees shall be along internal roads.
- 2. All Street trees Shall be canopy trees, at an average spacing of fifty (50) feet on center spacing along both sides of roads. The canopy trees required for residential lots may count towards this requirement if within twenty (20) feet of the right-of-way line.



- 1 3. Trees may not be planted in the right-of-way (R.O.W.) ~~with a R.O.W. Utilization Permit.~~  
2 ~~Any tree planted within the R.O.W. Shall comply with the Florida Green Book as amended,~~  
3 ~~produced by the State of Florida's Department of Transportation.~~ Canopy trees Shall be  
4 planted a minimum of eight (8) feet from public sidewalks.

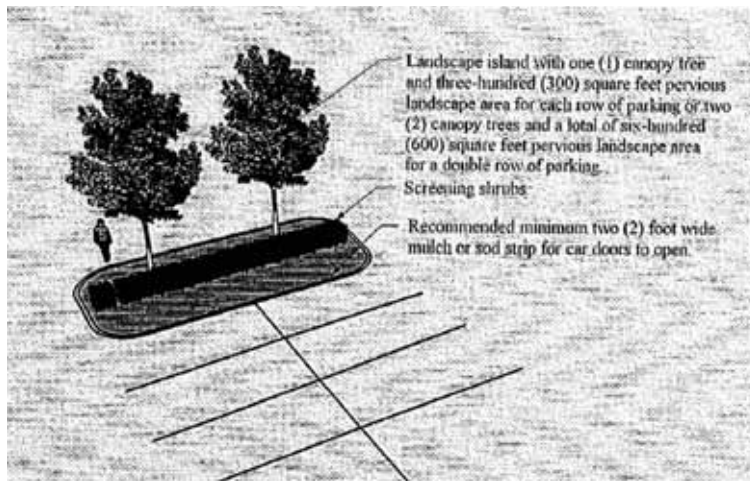
5 \*\*\*

6 **9.01.07 Internal Landscaping in Parking Areas and other Site Areas, other than Single-Family**  
7 **and Duplex Lots.** Any development order other than for single-family or duplex dwellings Shall require  
8 that all ground surface areas used on commercial, institutional, community facility, industrial,  
9 condominium, recreational vehicle parks, or multifamily sites Shall have internal landscaping to provide  
10 visual and climatic relief from broad expanses of pavement and channelize and define logical areas for  
11 pedestrian and vehicular circulation. The following special landscaping requirements apply to commercial,  
12 institutional, community facility, industrial, condominium, recreational vehicle parks and multifamily sites.

- 13 A. Interior Parking Areas. Landscape islands Shall be provided within parking areas, as described  
14 below to prevent excessively long, contiguous runs of parking spaces. These areas Shall use curbs,  
15 wheel stops, bollards or other control measures to prevent encroachment or damage to trees and  
16 vegetation. This requirement Shall not apply to parking garages, staging or storage areas at  
17 distribution centers. ~~A minimum of fifty (50) percent of the required Interior Parking areas trees~~  
18 ~~Shall be Live Oak trees.~~

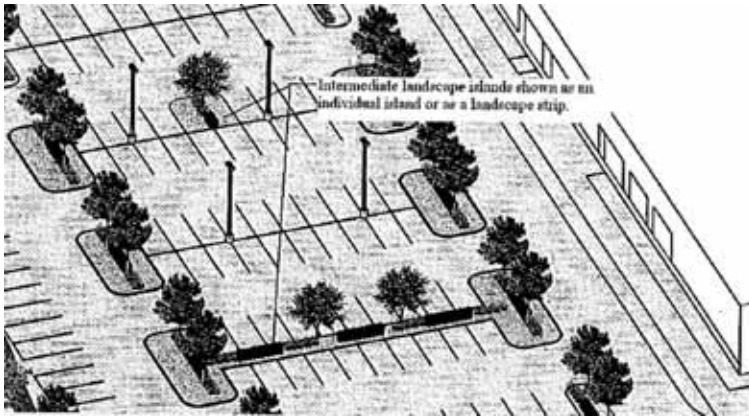
- 19 1. Single-Row Terminal Landscape Islands. A single row parking bay Shall not contain more  
20 than ten (10) contiguous parking spaces or extend more than one hundred twenty (120) feet,  
21 whichever is more restrictive. One (1) single-row terminal landscape island, with a minimum  
22 pervious area of three hundred (300) square feet and a minimum width of twelve (12) feet,  
23 Shall be provided at each end of a single-row parking bay. Each single-row terminal  
24 landscape island Shall contain at least one (1) canopy tree. Required maximum two-foot high  
25 screening shrubs Shall be utilized the entire length of the landscape island, or as limited by  
26 sight distances. Please see below Figure C — Single and Double-Row Terminal Landscape  
27 Island.

28 **Figure C — Interior Parking Areas**  
29 **Single and Double-Row Terminal Landscape**  
30 **Island — Perspective View**  
31



- 1           2. Double-Row Terminal Landscape Islands. A double-row parking bay with head-to-head  
 2 parking Shall not contain more than twenty (20) contiguous parking spaces in a two (2) rows  
 3 × ten-space configuration or extend more than one hundred twenty (120) feet, whichever is  
 4 more restrictive. One (1) double-row terminal landscape island, with a minimum pervious  
 5 area of six hundred (600) square feet and a minimum width of twelve (12) feet, Shall be  
 6 provided at each end of a double-row parking bay. Each double-row terminal landscape  
 7 island Shall contain at least two (2) canopy trees. Required maximum two-foot high  
 8 screening shrubs Shall be utilized the entire length of the landscape island, or as limited by  
 9 sight distances.
- 10           3. Intermediate Landscape Islands. Intermediate landscape islands Shall be provided for any  
 11 parking lot with eighty (80) or more parking spaces, and an additional intermediate landscape  
 12 island Shall be provided for every additional twenty (20) parking spaces in excess of eighty  
 13 (80). Each intermediate landscape island Shall have a minimum pervious area of three  
 14 hundred (300) square feet and a minimum width of twelve (12) feet, and each intermediate  
 15 landscape island Shall contain at least one (1) canopy tree. Required maximum two-foot high  
 16 screening shrubs Shall be utilized the entire length of the landscape island, or as limited by  
 17 sight distances. Alternatively, a minimum seven-foot wide landscape strip may be provided  
 18 between head-to-head parking, which may count as the required intermediate landscape  
 19 island for every three hundred (300) square feet of pervious area provided. If a landscape  
 20 strip is used, ornamental landscape trees and shrubs Shall be planted within the landscape  
 21 strip on minimum thirty-foot centers. Please see below Figure D — Intermediate Landscape  
 22 Islands.

23 **Figure D — Interior Parking areas — Intermediate Landscape Islands.**  
 24

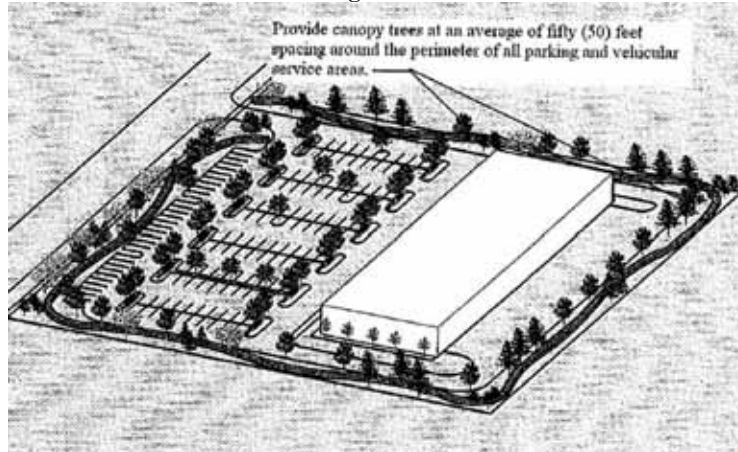


- 25
- 26           4. Limited Off-Street Paved Parking areas. Interior portions of off-street parking facilities,  
 27 which are not specifically designed as parking spaces or maneuvering areas, Shall not be  
 28 paved for vehicle use.
- 29           5. Parking Lot Trees and Substitutions. All trees in the parking lots Shall be canopy trees,  
 30 unless otherwise provided. A maximum of twenty (20) percent of the required canopy trees  
 31 in the parking lots may be substituted with palm trees. Palm trees used as substitutions in  
 32 parking lots Shall be planted at a ~~1:1 ratio~~ **2:1 ratio** (i.e. Cabbage Palms, Windmill Palms) in  
 33 relation to canopy trees ~~with the exception of Canary Island Palms, Date Palms and Paurotis~~  
 34 ~~Palms, which may be planted at a 1:1 ratio.~~ **Palms, which may be planted at a 1:1 ratio.**



- 1 6. Perimeter Trees and Spacing. Canopy trees Shall be planted an average of fifty-foot centers  
 2 around the total perimeter of the parking lot and all vehicular service areas. Clustering may  
 3 be utilized, but spacing Shall not exceed one hundred fifty-foot spacing. The canopy trees  
 4 Shall be planted between eight feet (8) and thirty (30) feet from the edge of pavement.  
 5 Canopy trees within the landscape buffers may be used if they fall within thirty (30) feet  
 6 from the edge of paving or vehicular service area as shown in Figure E — Perimeter Trees  
 7 and Spacing.

8 **Figure E — Interior Parking areas — Perimeter Trees and Spacing**



- 9  
 10 B. Building Landscapes, other than industrial. Buildings Shall have landscape areas planted with  
 11 trees, shrubs or groundcovers, other than sod, around the building as follows:

12 1. Building perimeter landscape area shall be provided between all buildings and the public right-  
 13 of-way and along the primary façade.

14  
 15 2. Landscape area shall be equal to the full linear length of the building base oriented towards  
 16 the public right-of-way and have a minimum depth of 8 feet.

17  
 18 3. At least fifty percent (50%) of the required landscape area shall consist of landscape capable  
 19 of achieving a maximum of thirty inch (30") in height, with one (1) canopy tree planted for  
 20 each twenty-five (25) feet of linear building façade, or one (1) understory tree or palm tree  
 21 planted for each fifteen (15) feet of linear building façade.

22 ~~1. Building Perimeter landscaped area:~~

23 ~~a. Shall be a minimum of three (3) feet wide;~~

24 ~~b. Shall be around a minimum of forty (40) percent of the building perimeter; and~~

25 ~~c. Shall be located within twenty five (25) feet of the building walls.~~

26 ~~2. Minimum planting requirement for each one hundred (100) feet.~~

27 ~~a. Three (3) ornamental trees or one (1) canopy tree; and~~

28 ~~b. Twenty eight (28) shrubs.~~

29 ~~c. Trees installed for any other requirement of this section may be credited towards this~~  
 30 ~~requirement if in the required location.~~

31 ~~Example: A Building with a perimeter of 150 feet would require 60 feet of perimeter~~  
 32 ~~landscaping (40% × 150 feet). The planting requirement would be:~~



1 ~~Ornamental Trees: 0.60 (60 feet/100 feet) × 3 Ornamental Trees = 2 Ornamental Trees~~  
2 ~~(1.8 rounded to nearest whole number) OR one (1) canopy tree.~~

3 ~~Shrubs: 0.60 (60 feet/100 feet) × 28 shrubs = 17 Shrubs (16.8 rounded to nearest whole~~  
4 ~~number).~~

5 \*\*\*

6 **9.01.08 Landscape Requirements for Individual Single-Family Residential and Duplex Lots.** No  
7 Certificate of Occupancy Shall be issued unless in compliance with this section. The requirements of this  
8 Section Shall be noted on the development permit and/or plot plan unless otherwise required by other  
9 provisions in the Lake County Code or any other development order.

10 A. Canopy tree requirements. Each single-family or duplex lot Shall provide canopy trees as  
11 follows:

- 12 1. A minimum of two (2) canopy trees for lots six thousand (6,000) square feet or less.
- 13 2. A minimum of three (3) canopy trees for lots between six thousand one (6,001) and ten  
14 thousand (10,000) square feet.
- 15 3. A minimum of four (4) canopy trees for lots between ten thousand one (10,001) square feet  
16 to fifteen thousand (15,000) square feet.
- 17 4. A minimum of five (5) canopy trees for lots between fifteen thousand one (15,001) square  
18 feet to forty-three thousand five hundred sixty (43,560) square feet (1 acre).
- 19 5. A minimum of eight (8) canopy trees for lots between one (1) acre and less than two (2)  
20 acres.
- 21 6. A minimum of eleven (11) canopy trees for lots between two (2) acres and less than three  
22 (3) acres.
- 23 7. A minimum of fifteen (15) canopy trees for lots between three (3) acres and less than five  
24 (5) acres.
- 25 8. A minimum of twenty-five (25) trees for lots five (5) acres or greater.

26 Existing trees meeting the quality and size requirements within required buffers immediately  
27 adjacent to the lot may be credited towards this requirement.

28 B. Street trees within lots. One (1) or more of the required trees Shall be planted at a minimum of  
29 ten (10) feet and maximum of twenty (20) feet outside of the right-of-way for lots less than or  
30 equal to one-half (½) acre. More canopy trees may need to be planted along the road right-of-way  
31 to satisfy other requirements of the code.

32 C. Preservation of existing trees. Existing trees that are classified as protected trees in Section  
33 9.02.01 (A) and greater than ~~three (3)~~ eight (8) inches in diameter Shall be preserved unless within  
34 the areas required for access, infrastructure, building footprint or within a ~~thirty (30)~~ fifteen (15)  
35 foot offset of the footprint for the residence. Stem wall construction Shall be used where necessary  
36 to achieve this requirement. The following exceptions may be allowed to this requirement:

- 37 1. Trees in fire prone areas, such as pine forests, or in rural communities with a density of less  
38 than two (2) dwelling units per acre, may remove trees with the appropriate permit, a distance  
39 of up to thirty (30) feet from a building upon written authorization by the Lake County Fire  
40 Chief or designee.
- 41 2. Existing fire-prone vegetation may also be removed up to thirty (30) feet from the structure's  
42 wall with permission granted by the Lake County Fire Chief or designee. The minimum  
43 landscaping required by this section Shall be provided.



- 1 3. Any trees or vegetation that are protected by other laws such as wetland trees Shall not be  
2 removed without the prior written approval from the Water Management District or the  
3 appropriate jurisdictional agency.
- 4 D. Avoid damage by structures. Structures Shall be located to avoid removing or damaging  
5 protected trees to the maximum extent possible.

6 \*\*\*

7 **9.02.00 - Tree Protection.**

- 8 A. Purpose. The purpose of this Section is:
- 9 1. To encourage the proliferation of trees and palms.
- 10 2. To establish rules and regulations governing the protection and replacement of trees and palms  
11 within unincorporated Lake County; and
- 12 3. To recognize the importance of trees and palms and their meaningful contribution to a healthy,  
13 beautiful, and safer community attributable to their carbon dioxide absorption, oxygen  
14 production, dust filtration, wind and noise reduction, soil erosion prevention, lakeshore erosion  
15 protection, wildlife habitat, surface drainage improvement, beautification and aesthetic  
16 enhancement of improved and vacant lands and the general promotion of the health, safety,  
17 welfare and well-being of the community.

18 **9.02.01 Protected Trees.**

- 19 A. Designation of Protected Trees. The following trees and palms are designated protected trees:
- 20 1. All trees and palms native to Florida or Florida Friendly, eight (8) ~~three (3)~~ inches or larger  
21 in diameter at breast height.
- 22 2. Sand Pine and Xeric Oak Scrub community trees four (4) ~~two (2)~~ inches diameter or larger  
23 at breast height.
- 24 3. Wetland trees of any size.
- 25 4. Specimen and Heritage trees.
- 26 B. Exemptions to Protected Trees. Prohibited trees, invasive trees, citrus or non-native fruit trees of  
27 any species Shall not be considered a protected tree.

28 **9.02.02 Tree Removal Permit Required.** It Shall be unlawful and a violation of this Section to clear,  
29 kill or remove a protected tree or palm by any method without first obtaining a tree removal permit unless  
30 exempted under Section 9.02.04.

31 When a development order is issued for a site plan, subdivision or master park plan, a separate tree  
32 removal permit Shall not be required if the trees to be removed are identified and mitigated on the approved  
33 landscape plan. Approval of a preliminary plat does not authorize approval for the removal of trees or other  
34 vegetation.

35 Any tree removal, not specifically exempted herein, Shall require replacement trees in compliance  
36 with this Section and Shall specify the schedule when trees will be removed and when such replacement  
37 trees will be planted.

38 When the removal of trees is associated with a development project, the removal of trees authorized  
39 pursuant to the Lake County Tree Removal Permit Shall not commence until one (1) of the following has  
40 been approved or issued:

- 41 A. Subdivision construction plan;
- 42 B. Final master site plan;

- 1 C. Master park plan; (only applicable within parks);



- 2 D. Building permit; or
- 3 E. Lot grading/site alteration plan.

4 **9.02.03 Violations.** Each tree damaged or destroyed without a permit required under Section 9.01 or  
5 Section 9.02 shall be considered a separate violation punishable pursuant to Chapter 8, Lake County Code.  
6 Determinations of the number of cleared trees shall be based on best available data that may include surveys  
7 of adjacent property or aerial photographs taken prior to clearing.

- 8 A. If a non-exempt specimen tree or a heritage tree is removed without a tree removal permit, each  
9 tree shall be replaced at a ratio of 2.5:1 of the mitigation requirement. ~~If three (3) or more  
10 protected trees are removed without a tree removal permit, each tree shall be replaced at a ratio  
11 of 2:1 for mitigation.~~ Any other tree removal without a tree removal permit shall be replaced in  
12 accordance with the replacement requirements stated for a permitted removal.
- 13 B. If a non-exempt protected tree is removed without a permit, a restoration plan shall be prepared  
14 and submitted within thirty (30) days for approval by the County Manager or designee. All trees  
15 shown on the approved site restoration plan must be installed pursuant to Section 9.02.07 Location  
16 of Tree Replacement Sites.

17 **9.02.04 Exemptions to Tree Removal Permit Requirements.** The following protected trees and  
18 palms may be removed without a tree removal permit and required mitigation:

- 19 A. Excluding the number of trees required in Section 9.01.08(A), any tree located on a single family  
20 residential lot, five (5) acres or less in size that also contains an occupied residential dwelling.  
21 All pine tree and palm trees are exempt from needing a tree removal permit, except for natural  
22 longleaf pines (Pinus palustris). All other trees that are not required for any landscape  
23 requirement, provided such removal does not to exceed a combined cumulative caliper of thirty  
24 (30) inches of Protected Trees within any one (1) three-year period;
- 25 B. Trees located within new or existing recorded or prescriptive public road or drainage rights-of-  
26 way and easements that are to be removed as part of a Board of County Commissioners approved  
27 project. However, all protected trees removed under this exemption shall be avoided or relocated  
28 whenever feasible.
- 29 C. Any tree determined to be in a hazardous or dangerous condition so as to endanger the public  
30 health, safety or welfare and requires immediate removal. Authorization may be given by the  
31 County Manager or designee pursuant to the following procedures:
  - 32 1. Photo documentation of the hazardous tree(s) by property owner is required prior to removal  
33 and shall be submitted to the County Manager or designee.
  - 34 2. If the tree, due to immediate danger, is removed prior to obtaining written authorization, a  
35 letter and photo documentation demonstrating the immediate danger shall be submitted to  
36 the County Manager or designee within fifteen (15) days of the removal.
  - 37 3. The subsection expressly includes Heritage and Specimen Trees when such trees endanger  
38 property or the public health, safety or welfare.
- 39 D. Agriculture and Silviculture. Bona fide farm operation on land classified as agricultural pursuant  
40 to Section 193.461, Florida Statutes, as amended.
  - 41 1. Silviculture operations on property zoned Agriculture, or legally existing nonconforming  
42 agricultural uses, that have completed a Forestry Management Plan and would qualify for  
43 classification as agricultural pursuant to Section 193.461, Florida Statutes, as amended.

- 1 2. Silviculture activities regulated through best management practices, interim measures, or  
2 regulations developed through the Florida Department of Environmental Protection, Florida  
3 Department of Agriculture and Consumer Services, or water management district.



- 4 3. The activity is expressly regulated and permitted by the U.S. Army Corps of Engineers or  
5 U.S. Environmental Protection Agency.
- 6 E. Trees that have died through natural causes or diseased trees Shall not require replacement or  
7 relocation. Trees killed or toppled by Acts of God such as lightning, hurricanes and tornadoes  
8 Shall not be required to be replaced or mitigated unless the tree(s) are required as part of a  
9 Development Order issued by Lake County.
- 10 F. Trees removed for any County or Municipality Public Works approved development including  
11 but not limited to stormwater management, reservoirs, or other major utility projects.

12 \*\*\*

13 **9.02.06 Replacement Requirements.** When a tree removal permit is issued, the County Manager, or  
14 designee, Shall require the replacement of removed trees and palms as a condition of the issuance of a  
15 permit, as follows:

- 16 A. Protected and Specimen Trees. Fifty (50) percent of the total number of caliper inches measured  
17 at diameter breast height (DBH) for Native and Florida-Friendly trees.
- 18 B. Heritage Trees. One-hundred (100) percent of the total caliper inches of a Heritage Tree.
- 19 C. Replacement trees.
- 20 1. Trees removed which are exempt under Section 9.02.04 or removed pursuant to Section  
21 9.02.05.A.7. shall not require replacement unless needed for minimum tree requirement.
- 22 2. Trees located within the proposed footprint and ~~ten (10)~~ thirty (30) feet around the perimeter  
23 of the footprint of a new dwelling unit, duplex, residential addition, septic tank/drainfield or  
24 driveway area, shall not require replacement unless needed to meet the minimum tree  
25 requirement, provided the following condition is met:
- 26 a) There is not sufficient area on the lot to locate the new dwelling unit, duplex, residential  
27 addition, septic tank/drainfield or driveway, meeting all setbacks, without removing the  
28 trees. The following standards shall apply:
- 29 1. Trees shall only be removed after the building permit for the new dwelling unit,  
30 duplex or residential addition has been obtained; and
- 31 2. If an approved building inspection is not completed on the dwelling unit, duplex  
32 or residential addition within six (6) months of obtaining the building permit,  
33 replacement of the trees removed shall be required.
- 34 3. More than one (1) tree may be used to replace a tree or trees that are removed, but  
35 the minimum caliper of the replacement canopy trees Shall be no less than two-  
36 and-one-half (2½) inches and two (2) inches for replacement ornamental trees.
- 37 4. Minimum of seventy-five (75) percent of the replacement trees Shall be canopy  
38 trees.
- 39 5. Twenty-five (25) percent maximum of the replacement trees may be ornamental  
40 trees.
- 41 ~~6. Palm trees and pine trees may be used but Shall not exceed four (4) inches credit~~  
42 ~~per tree given as replacement regardless of their installed size.~~

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- 1 ~~67.~~ Replacement trees may be used to meet the landscape requirements set out in  
2 Section 9.01.
- 3 D. Tree Sampling for Large Sites. Sites over ~~thirty (30)~~ twenty-five (25) ~~acres~~ acres may identify and  
4 sample trees to be removed as follows:



- 5 1. The locations of all specimen and heritage trees protected or proposed for removal Shall be  
6 located.
- 7 2. Other protected trees Shall be surveyed as follows:
  - 8 a. The first ~~twenty-five (25) fifty (50)~~ contiguous acres Shall be surveyed by accounting  
9 for all protected trees to be removed.
  - 10 b. The remaining acreage may be surveyed using sample plots. The sample plots Shall be  
11 a minimum area of twenty (20) percent of the remaining part of the site to be developed  
12 and twenty (20) percent of each vegetative community within the remaining part of the  
13 site to be developed. Each of the sample survey plots Shall be a minimum of one  
14 hundred (100) feet by one hundred (100) feet in size and Shall conform to current  
15 forestry practices.
  - 16 c. All protected trees ~~eight (8) three (3)~~ inch DBH caliper or greater, unless the trees are  
17 part of a wetland, sand pine or xeric oak scrub community in which case trees ~~four (4)~~  
18 ~~two (2)~~ inches DBH and larger Shall be counted.
- 19 3. The tree survey Shall be conducted by a registered Landscape Architect, certified arborist,  
20 or certified forester.
- 21 4. A tree survey report detailing all findings, including the number and caliper of trees  
22 surveyed, estimates of trees surveyed, estimates of protected trees and distribution based on  
23 survey plots, and the size and location of specimen or heritage trees, Shall be prepared and  
24 submitted to the County as part of the site plan review process. The methods of the tree  
25 survey Shall be clearly detailed in the written report provided to Lake County.
- 26 5. Lake County reserves the right to require more detailed tree sampling if the County Manager  
27 or designee determines that the information provided is insufficient or that site-specific  
28 considerations warrant additional information.
- 29 E. Landscape credit. The replacement trees may be used to meet the requirements of the landscape  
30 standards set out in Section 9.01. All replacement trees Shall be provided even if the total number  
31 exceeds the landscape requirement.
- 32 F. Replacement maintenance. The replacement trees Shall be maintained in good condition in  
33 perpetuity, and the property owner Shall guarantee survival.
- 34 G. Palm trees. Palm trees Shall not account for more than twenty (20) percent of the required  
35 replacement trees.
- 36 H. Replacement size. Replacement trees Shall conform to the size and planting requirements of the  
37 Landscape Code. Ornamental trees may not exceed twenty-five (25) percent of the total caliper  
38 replacement inches required.

\*\*\*

#### 40 **9.02.10 Heritage Trees.**

- 41 A. Purpose. It is the purpose of this Subsection to acknowledge the existence of certain trees within  
42 the County that are significant or unique due to factors such as age, size, historic significance or  
43 type and to protect such trees through their designation as heritage trees. Though not required.

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- 1 ~~D~~esignation of heritage trees by the County Manager or designee Board Shall be in accordance  
2 with the standards and procedures in this Subsection.
- 3 B. Designation Standards. At least one (1) of the following standards Shall apply in order for a tree  
4 to be designated a heritage tree:



- 5 1. Size. Trees with a forty-inch caliper or greater, singly or with a combined trunk, measured  
6 at fifty-four (54) inches from the surface of the ground.
- 7 2. Age. Trees that are determined to be at least one hundred (100) years old or to be at  
8 approximate half-life maturity and are in good health.
- 9 3. Form. Trees that are determined to have a unique form or shape, due to geography, climate,  
10 environmental or natural growth habitat conditions, and are in good health.
- 11 4. Ecological Value. Trees that are determined to have an ecological value to the County in  
12 terms of soil or water conservation and management, wildlife habitat, or endemic native flora  
13 habitat, and are in good health.
- 14 5. Rarity. Trees that are determined to be non-indigenous, rare, or unique to the County, and  
15 are in good health.
- 16 6. Historical Significance. Trees that have been designated as having historical significance by  
17 the Lake County Historical Society ~~or the Board of County Commissioners.~~
- 18 C. Prohibited Trees are excluded from designation as a Heritage Tree.
- 19 D. Application Procedures.
- 20 1. Applications may be initiated by owners of the Property or developers as part of their  
21 development plan.
- 22 2. Applications on forms provided by the County Manager or designee Shall be completed and  
23 submitted to the County Manager or designee.
- 24 3. The County Manager or designee may request assistance from the Lake County Forester,  
25 State Division of Forestry, in determining compliance with any of the designation standards.  
26 If the tree poses a potential hazard to persons or property it shall not be designated.
- 27 4. The Board of County Commissioners may adopt a resolution recognizing the designation.
- 28 E. Recognition of Heritage Trees. Any non-prohibited trees with forty-inch caliper or greater, singly  
29 or with a combined trunk, measured at fifty-four (54) inches from the surface of the ground Shall  
30 be recognized as a heritage tree without application. An applicant Shall identify the location,  
31 number and size of all heritage trees on any required tree survey submitted to the County for site  
32 plan or plat review. In addition, the County may identify heritage trees that are found to meet this  
33 criterion.
- 34 F. Approval and Protection.
- 35 1. Any non-prohibited tree satisfying one (1) or more of the size criteria for a heritage tree as  
36 specified above Shall be recognized and recorded as a heritage tree by the County Manager  
37 or designee, without approval by the Board of County Commissioners. The Board of County  
38 Commissioners may adopt a resolution recognizing the designation.
- 39 2. Removal of a heritage tree Shall be prohibited, unless it poses a danger to persons or  
40 property. A variance may also be granted by the Board of Adjustment. The property owner  
41 Shall protect any tree designated as a heritage tree to ensure its long-term health.
- 42

Ordinance 2018- \_\_\_\_; LDR Landscape Streamline

1 **Section 3. Inclusion in Code.** It is the intent of the Board of County Commissioners that the  
2 provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections  
3 of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section”,  
4 “article”, or such other appropriate word or phrase in order to accomplish such intentions.

5  
6 **Section 4. Severability.** If any section, sentence, clause, phrase or word of this Ordinance is  
7 for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall



7 for any reason held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall  
8 not affect the remaining portions of this Ordinance; and it shall be construed to have been the  
9 Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part  
10 therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and  
11 held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof  
12 shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set  
13 of circumstances, such holding shall not affect the applicability thereof to any other person, property or  
14 circumstances.

15  
16 **Section 5. Filing with the Department of State.** The Clerk shall be and is hereby directed  
17 forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in  
18 accordance with Section 125.66, Florida Statutes.

19  
20 **Section 6. Effective Date.** This ordinance shall become effective as provided for by law.

21  
22 ENACTED this day of \_\_\_\_\_ day of \_\_\_\_\_, 2018.

23  
24 FILED with the Secretary of State the \_\_\_\_ day of \_\_\_\_\_, 2018.

25  
26  
27 ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

28  
29  
30  
31 \_\_\_\_\_  
32 Gary J. Cooney, Clerk  
33 Board of County Commissioners of  
34 Lake County, Florida

\_\_\_\_\_

Timothy I. Sullivan, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2018.

35  
36  
37 Approved as to form and legality:

38  
39  
40 \_\_\_\_\_  
41 Melanie Marsh, County Attorney

