
HARMONY COMMUNITY DEVELOPMENT DISTRICT TREE CARE POLICY

SECTION I: SAFETY

Harmony Community Development District (District) Trees will be maintained in a manner that puts the safety of people and property first, and respects the health and well-being of the trees. Therefore, all tree care operations in the community will be guided by The American National Standards Institute ([ANSI Z133](#)) safety standards and [ANSI A300](#) Standards for Tree Care Operations which represents the tree care industry's consensus on tree care practices. The standards will be used by the District to prepare tree care contract specifications.

These safety standards must be strictly followed to provide workers and bystanders a safe environment and to protect the health and well-being of the trees. These standards will be followed when conducting work on District trees.

When conducting work in high traffic areas of foot or vehicle traffic, partial closures may be necessary to conduct work safely. Partial closures are always necessary when doing aerial lift operations. The District will, whenever possible, provide District residents adequate notice of closures.

SECTION II: TREE PLANTING, PRUNING, MAINTENANCE, AND REMOVAL STANDARDS AND OPERATIONS:

All maintenance work on trees located in the District right-of-way (including, but not limited to, trimming, or pruning), shall follow the International Society of Arboriculture Tree Pruning Guidelines and the Standard Practices for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance ([ANSI A300](#)).

When maintaining clearance cuts for vegetation management (i.e., trimming over roads and sidewalks where clearance is required) care must be taken not to cause any undo harm to the tree.

When it is required to trim or remove hazardous trees and or limbs over private property, these operations will be conducted with due care not to use private property for these operations without written consent from the property owner. If there is a conflict between workers and property owners, all work will cease until the matter is resolved. The consent form is attached and incorporated as a part of this policy.

SECTION III: PRIVATE PROPERTY OWNER PRUNING PORTIONS OF DISTRICT TREES EXTENDING OVER PROPERTY OF PRIVATE PROPERTY OWNER IS DISCOURAGED

Unless otherwise set forth by the District in writing, the planting, maintenance, or removal of any tree located in the District right-of-way by anyone other than the District is strictly prohibited.

Based on real estate studies trees can add an average of 2% of the value of the house and property. In some instances, trees are the focal point of the property.

When private property owners take it upon themselves to trim the limbs of a District tree which hang over their property line, the overall tree maintenance program of the District would suffer. Trees would not be trimmed in a consistent manner and the work would not meet the required standards.

The District therefore strongly encourages private property owners not to undertake trimming of District Trees. Moreover, it is unlawful for a private property owners to trim District trees beyond their property line or to cause detrimental harm to the District tree and the District will take remedial action should any unlawful tree trimming or tree damage take place. This could mean private property owners having to pay to replace a tree.

If a private property owner insists on trimming branches that extend over the private property owner's property, or to cut roots of District trees that are on the private property owner's property, the District strongly encourages the private property owner to consult with the District so that professional arborist services may be offered to mitigate potential damage.

If the private property owner persists in doing the work, the District Manager will document that the private property owner was offered professional assistance in the event of detrimental harm to the tree.

The attached waiver and consent agreement is necessary for private property owners who desire the District to undertake trimming of District trees where access on private property would be necessary to implement the tree pruning program outlined above.

If a private property owner refuses to authorize the District to enter upon private property to undertake necessary tree pruning of a District tree, if determined necessary in order to protect the District infrastructure, the District may require a property owner to trim, cleanup, support or repair or perform other maintenance to any portion of the tree located within the private property owner's property.

SECTION IV: UNDERGROUND OPERATIONS

Underground operations include:

- Trenching
- Replanting/planting
- Stump grinding
- Staking/guying

Prior to performing any underground operations, the District or its contractor will request underground locates by all listed companies that have underground utilities in the specified area of work. The District or contractor doing the underground operations will not start work until all underground utilities within the work area are cleared and marked.

When a street tree must be removed or replaced for any reason, there is the possibility of damage to sidewalks and any unmarked utilities. These issues will be handled on a case-by-case basis and due care must be taken to minimize extra cost due to these operations.

SECTION V: TREE RISK ASSESSMENTS

Tree risk assessment is an ongoing operation due to weather events, biotic/abiotic events, and unforeseen events. Any tree assessment on District owned trees shall be completed by a certified assessor or TRAQ. A written report should be provided. The risk assessor routinely provides mitigation strategies, but the decision on the strategy to be used is ultimately up to the District.

Note: Most certified arborists conduct risk assessment when providing maintenance to trees. If something is found to be dangerous during these operations, the District Manager will be notified of these findings.

SECTION VI: TREE INVENTORY

A tree inventory of street trees will be conducted as it is helpful for maintaining and budgeting resources for trees. The main purpose of a tree inventory is to track tree maintenance, risk assessments, and creation of tree care budget. Listed in a tree inventory will be tree species, estimated canopy size, caliper size of main stem, outward observation of overall tree health and estimated cost for tree replacement. According to the Council of Tree and Landscape Appraisers, there are two methods of tree appraisals and is determined based on the client's needs.

- First method: the trunk formula method, this approach is for trees that may be too large to replace. It would also be based on species and health at the time.
- Second method: is for replacement cost, this based on a point system accounting tree size, species, condition, and location.

SECTION VII: ROOT EXCAVATIONS

Root excavations are a specialized operation used when there are compaction issues from construction or traffic around trees. It is also used when the root system needs to be examined for tree risk assessment investigations. These are done on a case-by-case basis and based on size of the root system and/or if replacement dirt is needed.

SECTION VIII: PEST MANAGEMENT AND DISEASE CONTROL

Integrated pest management is the goal to mitigate using chemical means. If chemical means are necessary, it will be sub-contracted to a licensed professional. In the event there is an infestation of any kind, it is in the best interest to use all resources available. This includes identifying insects, blights, fungus and other pests and diseases. County Extension services provide a great resource for identification and mitigation. Early detection is the key to stopping an outbreak of pests. The District will have the trees evaluated, at least annually, for any signs of disease or pest infestation and will act promptly to treat any that are found. In the event of a root grafting outbreak, trenching root systems may be required to stop the spread.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
TREE MAINTENANCE AND TRIMMING WAIVER AND CONSENT**

Harmony Community Development District (the “District”) has identified District tree(s) that reach over or extend onto your property that require entry onto your property for trimming. The District’s maintenance and care of the trees is for the protection of the community, the trees, and the adjacent property. To prevent potential injury or property damage from unkept trees due to weather, natural degradation or rot, the District needs access and permission to enter your property to maintain a District tree. In an effort to protect our community, as well as the health of our trees, the District is asking for your cooperation in successfully caring for its trees.

All tree care operations on District trees will be guided by [ANSI Z133](#) safety standards, which will be strictly followed to provide a safe environment for your property, workers, and bystanders. Additionally, all maintenance work on District trees, including, but not limited to, trimming, or pruning, shall follow the International Society of Arboriculture Tree Pruning Guidelines and the Standard Practices for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance ([ANSI A300](#)).

The District requests that you not attempt to undertake this tree maintenance as you will be liable for any damage to the health of the District’s tree that results from work which you conduct.

With your signed permission, the tree maintenance work will be conducted within 7-14 days. The District will provide you twenty-four (24) hour advanced notice at the email or telephone number provided below.

I, _____ certify that I am the owner of the property located at (insert address): _____

I give my consent for the District and its contractors to enter onto my property, at the address listed above in order to maintain trees owned by the District and remove all debris from this process from my property. I further acknowledge that I agree to indemnify and hold the District, its employees, contractors, and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed.

Signature

Phone Number

Printed Name:

Email

Date