



**CITY OF LOS ALTOS  
CITY COUNCIL MEETING  
October 13, 2015**

**DISCUSSION ITEM**

**Agenda Item # 9**

**SUBJECT:** Uphold denial of Tree Removal Permit appeal for 279 Covington Road subject to the listed findings

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**BACKGROUND**

On April 8, 2015, the Planning Division denied a tree removal permit to remove a Coast Live Oak tree in the front yard of 279 Covington Road. The applicant subsequently appealed the denial.

On May 12, 2015, the City Council held a public meeting to consider the appeal of the Tree Removal Permit denial. The Council expressed concern regarding the lack of evidence presented to substantiate a basis for the removal of the tree, noting an arborist report is typically provided to clarify the condition of the tree and the feasible alternatives to preserve the tree. The Council unanimously continued the appeal of the Tree Removal Permit for 279 Covington Road to a date uncertain to allow the appellants the opportunity to provide additional evidence for the need to remove the tree.

**EXISTING POLICY**

Los Altos Municipal Code Section 11.08.090

**PREVIOUS COUNCIL CONSIDERATION**

May 12, 2015

**DISCUSSION**

In response to Council direction, the applicant provided an arborist report, dated July 20, 2015, that found the Coast Live Oak tree is a mature and native species tree that appears to be in good health (Attachment 3). The report notes that the tree is drought-stressed and requires structural modifications to support a large secondary stem. Mitigation measures are included in the arborist report that facilitate retention of the tree.

During field observations, staff was unable to confirm the tree was damaging the foundation of the carport or diverting runoff toward the carport as contended by the applicants. The appellants did not provide evidence to show the oak tree was damaging the foundation of the carport or diverting the flow of surface waters toward the house and carport. It does appear there is slight uplifting of the driveway asphalt and walkway pavers caused by the tree roots. A walkway and driveway repair does not rise to the level of significance to remove a tree, unlike a cracking foundation or uplifted structure.

According to the arborist report, a grade correction to repair the walkway and driveway would harm the tree due to cutting the roots within 10 feet of the trunk. However, there are specific alternatives available to pave around oak trees and not compact their roots and maintain oxygen (aeration) beyond the arborist recommendations. Therefore, there does not appear to be a basis to remove the tree. The oak tree should be preserved due to the available, reasonable and feasible alternatives to repair or replace the walkways and driveway, while diminishing impacts to the oak tree.

In summary, the appellants' arborist report states that the Coast Live Oak would require pruning and the installation of a new cable support system. The site repair estimate found the tree has damaged the driveway and pathway (Attachment 4). The appellant requests removal of the tree due to the costs for the tree maintenance, possible tree damage and repairs to the property.

There does not appear to be a basis to remove the tree for economic or other enjoyment of the property. While there is a cost for tree maintenance and on-site repairs, the applicant provided cost estimates of \$6,498. The alternatives to preserve the tree are reasonable and feasible, which allows for the retention of the tree. Based upon the tree removal criteria listed in the City Council Agenda Report of May 12, 2015, staff could not establish a basis for removal of the tree.

### **PUBLIC CONTACT**

Posting of the meeting agenda serves as notice to the public.

### **FISCAL/RESOURCE IMPACT**

None

### **ENVIRONMENTAL REVIEW**

Categorically Exempt, Section 15304

### **RECOMMENDATION**

Uphold denial of tree removal permit for 279 Covington Road subject to the listed findings.

### **ALTERNATIVES**

Grant the appeal

Prepared by: Sean K. Gallegos, Assistant Planner

Reviewed by: James Walgren, Community Development Director

Approved by: Marcia Somers, City Manager

### **ATTACHMENTS:**

1. City Council Agenda Report, May 12, 2015
2. City Council Minutes, May 12, 2015
3. Arborist Report, July 20, 2015
4. Bay Area Paving Company Site Repair Estimate, July 20, 2015

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*Uphold denial of Tree Removal Permit appeal for 279 Covington Road subject to the listed findings*

## FINDINGS

279 Covington Road

The City Council finds in accordance with Section 11.08.090 of the Municipal Code that there is not a basis to remove the Coast Live Oak tree with respect to:

1. The condition of the tree with respect to disease, imminent danger of falling, proximity to existing or proposed structures and interference with utility services;
2. The necessity to remove the tree for economic reasons or other enjoyment of the property;
3. The topography of the land and the effect of the tree removal upon erosion, soil retention and the diversion or increased flow of surface waters;
4. The number, species, size and location of existing trees in the area, and the effect the removal would have upon shade, privacy impact, scenic beauty, property values and any established standards of the area;
5. The number of healthy trees the property is able to support according to good forestry practices;
6. The approximate age of the tree compared with average life span for that species; and
7. Whether there are any reasonable and feasible alternatives that would allow for the preservation of the tree.

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*Uphold denial of Tree Removal Permit appeal for 279 Covington Road subject to the listed findings*



**CITY OF LOS ALTOS  
CITY COUNCIL MEETING  
May 12, 2015**

**DISCUSSION ITEM**

**Agenda Item # 14**

**SUBJECT:** Deny the appeal of Tree Removal Permit denial for 279 Covington Road subject the listed findings

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**BACKGROUND**

On April 8, 2015, the Planning Division issued a denial of a tree permit to remove a Coast Live Oak tree in the front yard at 279 Covington Road. The tree has a circumference of 15 feet. The permit was denied due to the Coast Live Oak tree appearing to be in good health with no visible signs of decline. Based on the information presented and the observed site conditions, staff was unable to make the required findings to support the removal of the subject Coast Live Oak tree. Therefore, staff denied the tree removal permit. The applicant subsequently appealed the denial.

**EXISTING POLICY**

Los Altos Municipal Code Section 11.08.090

**PREVIOUS COUNCIL CONSIDERATION**

None

**DISCUSSION**

Tree removals may be granted based on certain criteria (Section 11.08.090 of the Municipal Code), including:

1. The condition of the tree with respect to disease, imminent danger of falling, proximity to existing or proposed structures and interference with utility services;
2. The necessity to remove the tree for economic or other enjoyment of the property;
3. The topography of the land and the effect of the tree removal upon erosion, soil retention and the diversion or increased flow of surface waters;
4. The number, species, size and location of existing trees in the area, and the effect the removal would have upon shade, privacy impact, scenic beauty, property values and any established standards of the area;
5. The number of healthy trees the property is able to support according to good forestry practices;
6. The approximate age of the tree compared with average life span for that species; and
7. Whether there are any reasonable and feasible alternatives that would allow for the preservation of the tree.

The applicant's appeal basis is that the tree removal is necessary due to the imminent danger of limb failure, the tree's proximity to utility lines, the tree roots lifting the walkway pavers and driveway asphalt, the tree roots damaging a structure, and economic and enjoyment impacts.

The Coast Live Oak tree is a mature and native species tree that appears to be in good health with no visible signs of decline or structural issues. Staff reviewed the application and conducted a site visit to review the subject tree. Staff requested an arborist report from the applicant to evaluate its

condition. The applicant did not provide an arborist report. Based upon the tree removal criteria listed above, staff could not establish a basis for removal of the tree.

During field observations, staff was unable to confirm the tree was damaging the foundation of the carport or that the tree was substantially interfering with electrical service. It appears there is slight uplifting of the driveway asphalt and walkway pavers caused by the tree roots. A walkway and driveway repair does not rise to the level of significance to remove a tree, unlike a cracking foundation or uplifted structure.

Finally, there does not appear to be a basis to remove the tree for economic or other enjoyment of the property. The routine maintenance required from tree sap falling on vehicles or landscaping or the leaf toxicity to the landscaping is not a basis for the removal of the tree for enjoyment of the property.

### **PUBLIC CONTACT**

Posting of the meeting agenda serves as notice to the public.

### **FISCAL/RESOURCE IMPACT**

None

### **ENVIRONMENTAL REVIEW**

Categorically Exempt, Section 15304

### **RECOMMENDATION**

Deny the appeal of Tree Removal Permit denial for 279 Covington Road subject the listed findings

### **ALTERNATIVES**

1. Continue the item and require the applicant to complete a professional arborist report
2. Grant the appeal

Prepared by: Sean K. Gallegos, Assistant Planner

### **ATTACHMENTS:**

1. Appeal application, April 16, 2015
2. Appellants appeal letter, April 16, 2015
3. Photograph of Coast Live Oak tree
4. Denial letter for Tree Removal Permit, April 8, 2015

## **FINDINGS**

279 Covington Road

The City Council finds in accordance with Section 11.08.090 of the Municipal Code that there is not a basis to remove the Coast Live Oak tree with respect to:

1. The condition of the tree with respect to disease, imminent danger of falling, proximity to existing or proposed structures and interference with utility services
2. The necessity to remove the tree for economic or other enjoyment of the property;
3. The topography of the land and the effect of the tree removal upon erosion, soil retention and the diversion or increased flow of surface waters;
4. The number, species, size and location of existing trees in the area, and the effect the removal would have upon shade, privacy impact, scenic beauty, property values and any established standards of the area;
5. The number of healthy trees the property is able to support according to good forestry practices;
6. The approximate age of the tree compared with average life span for that species; and
7. Whether there are any reasonable and feasible alternatives that would allow for the preservation of the tree.



CITY OF LOS ALTOS  
GENERAL APPLICATION

Type of Review Requested: (Check all boxes that apply)

Permit # 1106636

<input type="checkbox"/> One-Story Design Review	<input type="checkbox"/> Commercial/Multi-Family	<input type="checkbox"/> Environmental Review
<input type="checkbox"/> Two-Story Design Review	<input type="checkbox"/> Sign Permit	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Variance	<input type="checkbox"/> Use Permit	<input type="checkbox"/> R1-S Overlay
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Tenant Improvement	<input type="checkbox"/> General Plan/Code Amendment
<input type="checkbox"/> Tentative Map/Division of Land	<input type="checkbox"/> Sidewalk Display Permit	<input checked="" type="checkbox"/> Appeal
<input type="checkbox"/> Historical Review	<input type="checkbox"/> Preliminary Project Review	<input type="checkbox"/> Other:

Project Address/Location: 279 Covington Rd, Los Altos

Project Proposal/Use: tree removal Current Use of Property: residential

Assessor Parcel Number(s): \_\_\_\_\_ Site Area: \_\_\_\_\_

New Sq. Ft.: N/A Altered/Rebuilt Sq. Ft.: N/A Existing Sq. Ft. to Remain: N/A

Total Existing Sq. Ft.: \_\_\_\_\_ Total Proposed Sq. Ft. (including basement): \_\_\_\_\_

Applicant's Name: Cameron & John Hamblin

Telephone No.: 650 906 7637 Email Address: cameron.hamblin@gmail.com

Mailing Address: 279 Covington Road

City/State/Zip Code: Los Altos 94024

Property Owner's Name: Ed & Jo Zschau

Telephone No.: 775-267-2514 Email Address: \_\_\_\_\_

Mailing Address: P.O. Box 588

City/State/Zip Code: Genoa, NV 89411

Architect/Designer's Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

\*\*\* If your project includes complete or partial demolition of an existing residence or commercial building, a demolition permit must be issued and finalized prior to obtaining your building permit. Please contact the Building Division for a demolition package. \*\*\*

(continued on back)

**Cameron & John Hamblin**

279 Covington Road  
Los Altos, CA 94024

April 15, 2015

Sean Gallegos  
Asst. Planner, City of Los Altos  
Community Development Dept  
One North San Antonio Road  
Los Altos, CA 94022

**Subject: Appeal Request to City Council for Tree Removal Application Denial – 279 Covington Road**

Dear Sean,

We received your letter denying our application to remove a tree on our property. This letter is to inform you that we request to appeal to the Los Altos City Council.

As stated in our previous letter we do not understand why you would require an arborist report when we have not stated the tree is unhealthy. As we have gone through this process and researched both the Ordinance and an arborist's qualifications, we have developed a feeling that your request is obstructionist in nature and arbitrary.

As demonstrated previously, the International Society of Arboriculture states the following on their website (<http://www.isa-arbor.com/publicOutreach/whyHireCertifiedArborist/index.aspx>):

"An arborist, by definition, is an individual trained in the art and science of planting, caring for, and maintaining individual trees. Arborists are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly."

Now, unless there was a difference of opinion regarding the health of the tree, and our sole argument for removing the tree was founded on its health, I would understand why we would be required to obtain an arborist's report. Additionally, if the Los Altos Municipal Code mandated an arborist's report or mandated that a tree could only be removed if found diseased, then I would understand the request/requirement. Alas, the Ordinance makes no such mandates or requirements and thus, under the circumstances we find your request and determination intentionally confrontational on this point.

Further review of the Los Altos Municipal Code, it does not appear the criteria for determining whether a tree may be removed or not has a hierarchy, therefore it appears all points hold equal weight. Additionally, the ordinance does not appear to require adherence to specific points, therefore it appears to be flexible in application.

Below is a point by point review of the ordinance and our reasons for requesting the tree be removed.

1. *The condition of the tree with respect to disease, imminent danger of falling, proximity to existing or proposed structures and interference with utility services;*

**Disease:**

We don't believe the tree to be diseased.

**Imminent danger of falling:**

Prior to the last major storm the tree had a viable cable supporting an out of balance limb. This support cable snapped during the last storm which proves the cable was significantly stressed. This cable is not rusted, it showed no signs of damaged prior to the storm, and it has been in place for more than twenty years so any

ATTACHMENT 2



## **Cameron & John Hamblin**

279 Covington Road  
Los Altos, CA 94024

reference to the cable deteriorating would be erroneous – the cable snapped due to an over load of structural forces. We had McClenahan Tree Service review the condition of the tree and provide us with a recommendation, which was to service the tree and provide two new cables for more than \$10,000. When I analyze the tree limb, I conclude the limb is in imminent danger of falling without a fabricated support structure. I don't think an arborist report is necessary to come to the same conclusion. Adding cables, while a solution, is an unnatural solution that takes away from the aesthetic enjoyment of the property.

### **Proximity of existing or proposed structures:**

The tree is 11'-2" away from our carport and overhangs the roof. Several roots (evidence by the upheaval of the walkway) are growing toward and under the foundation. The grade around the tree in general is up-heaving and changing the topography. The carport slab is now slightly out of level (not easy to determine without proper tools) – consistently sloping up toward the tree. Overhanging branches have caused premature deterioration of the roof to the point where it has caused structural damage (this damage was fixed within the last three years as part of a roof replacement) and thus has had an economic impact and will continue to have an economic impact. It should be noted this home was here before the tree.

### **Interference with utility services:**

The ordinance does not classify or create a hierarchy of utility services either serving the property or other properties, therefore the fact that this tree has grown around our power and telecommunications utilities should be treated with equal status as the high voltage power lines in the public right-of-way. In some cases the utility lines touch the main tree trunks, in others they are so close that they rub against the trunk during storms damaging the wires. Due to the proximity of the tree to the utility lines, squirrels chew on the utility lines and damage the wires (even the power lines) which were replaced within the last ten years due to a large tree falling on them. This tree should not be this close to the utility lines for both safety and economic reasons.

## **2. *Necessity to remove the tree for economic or other enjoyment of the property;***

### **Economic:**

This tree has had or is having a negative economic impact to the property in the following ways:

- a. Changing the grade so that water slopes toward and into the carport thus damaging the structural connections to the slab.
- b. Changing the grade and starting to see the signs of impact to the carport slab. This is confirmed with a level.
- c. Overhang limbs build up leaves quickly and lead to shortened roof life and structural damage. It should be noted that roofs also wear-out prematurely if they are walked on regularly, therefore leaf removal is a no win situation.
- d. Degrading of the utility lines leading to their replacement. It should be noted that the utility lines were replaced within the last 10 years due to a major storm taking out a tree and several power poles.
- e. Installation of new support cables & tree service in excess of \$10,000.
- f. The roots of the tree uplift our brick walkways causing us to rework them every 5 to 7 years just so they don't become a safety hazard.

### **Enjoyment of the property:**

This tree is having a negative impact on the enjoyment of the property in the following ways:

- a. The carport floods when it rains due to the tree roots changing the topography. We really don't like walking through puddles to get to our car.
- b. The tree drips sap and other things over the parking areas. When we have visitors several of them park on the street rather than in the ample parking area.
- c. The tree creates an environment that is NOT hospitable to many other plants thus the yard quickly deteriorates and looks shabby.
- d. The tree roots deform our walkways and make them look bad.

**Cameron & John Hamblin**

279 Covington Road  
Los Altos, CA 94024

3. *The topography of the land and the effect of the tree removal upon erosion, soil retention and the diversion or increased flow of surface waters:*

**Topography:**

As in previous statements the tree has and is having a negative impact on the topography over time, the evidence is demonstrated by the up-heaved walkways at certain point and cracks in the pavement leading directly to the tree. On the flip side, removal of the tree will not significantly change the site topography.

**Erosion, soil retention and the diversion or increased flow of surface waters:**

Once the tree is removed, the ground will be fairly level and soil erosion or water diversion will be no greater than other landscaped areas on the lot.

4. *The number, species, size and location of existing trees in the area and the effect the removal would have upon, shade, privacy impact, scenic beauty, property values and any established standards of the area;*

We have three large oak trees in our yard and we are surrounded by oak trees located on adjacent properties. Additionally, we have several large redwood trees on our property (depending on how you count, more than five), a large pepper tree, and several other types of trees. In a other words, our property is well forested with an abundance of shade.

The tree we would like to remove does not create privacy.

In reference to impact on scenic beauty, property values and any established standards of the area: these are hard to quantify and in fact some people might believe, such as ourselves, that this tree has a negative impact on these points.

5. *The number of healthy trees the property is able to support according to good forestry practices;*  
Our property is well forested. With that said, in theory, a property will support as many trees that will grow. We have a lot trees and we probably could have more, but at what point are we allowed to consider other functions on the property. Are we allowed to have any sun?
6. *Approximate age of the tree compared with the average life span for that species;*  
This tree is relatively young. When the family (Ed & Jo Zschau) purchased the property in 1968 the tree was only a 3 foot high bush. This would suggest the tree is approximately 50 years old.
7. *Whether there are any reasonable and feasible alternatives that would allow for the preservation of the tree.*  
Given the way the tree is impacting the surroundings as outlined in items 1, 2, and 3, we don't see why we would want to preserve this tree. Additionally, we have several other large Live Oaks on the property that appear to be healthy.

Our assumption is this letter will be shared with the City Council. Please contact us should you have any questions.

Sincerely,



John & Cameron Hamblin

cc: James Walgren, Community Development Director







Community Development Department  
One North San Antonio Road  
Los Altos, California 94022

April 8, 2015

Cameron and John Hamblin  
279 Covington Road  
Los Altos, CA 94024

**SUBJECT: Tree Removal Application - 279 Covington Road**

Dear Cameron and John Hamblin:

This letter is in response to the tree removal application that was submitted February 20, 2015 for the removal of a Coast Live Oak tree in the front yard of the property at 279 Covington Road.

Staff has reviewed the application and conducted a site visit to review the subject tree. The Coast Live Oak tree appears to be in good health with no visible signs of decline. Based on the information presented and the observed site conditions, staff cannot make any findings to support the removal of the subject Coast Live Oak tree. Therefore, the Community Development Director has denied the tree removal request. The tree's location in the front yard or leaf toxicity to the landscaping does not unreasonably limit the use and enjoyment of the property. We were unable to confirm that the tree was causing structural damage to the garage, increasing stormwater impacts, or substantially interfering with the electrical service. Absent an arborist report, staff is unable to determine if other issues may impact the health of the tree.

As outlined in the Los Altos Municipal Code (Section 11.080.110), this decision may be appealed to the City Council. An appeal must be in writing, state the reasons for the appeal, be accompanied by a fee (\$550.00) and must be submitted to the City no later than 5:00 pm on April 17, 2015 (ten calendar days from the decision date). If you have any questions, please do not hesitate to contact me at (650) 947-2641 or by email at [sgallegos@losaltosca.gov](mailto:sgallegos@losaltosca.gov).

Sincerely,

Sean K. Gallegos  
Assistant Planner

Attachments: Tree Protection Regulations

cc: Ed and Jo Zschau, Owners  
James Walgreen, Community Development Director

Public Comments

Los Altos residents Abby Ahrens and Jeff Fallick opposed the appeal.

Design Review Commissioner Jude Kirik presented an overview of the Commission's discussion of the application.

Los Altos resident Elie Semaan supported the appeal.

Action: Motion made by Councilmember Satterlee to deny the appeal of Design Review application 15-SC-01 (1977 Churton Avenue) and uphold the approval subject to the listed findings and conditions and authorize staff to determine whether to move the house forward or not. The motion died for lack of a second.

Action: Upon a motion by Councilmember Mordo, seconded by Councilmember Satterlee, the Council unanimously denied the appeal of Design Review application 15-SC-01 (1977 Churton Avenue) and upheld the approval subject to the listed findings and conditions, with the addition of a condition that the landscaping along the back fence will be a species that grows to a height of 12 feet.

*Mayor Pepper recessed the meeting at 9:37 p.m. The meeting resumed at 9:49 p.m.*

14. Deny the appeal of Tree Removal Permit denial for 279 Covington Road subject to the listed findings

Assistant Planner Gallegos presented the report.

Cameron Hamblin, appellant, presented the appeal.

Action: Upon a motion by Mayor Pro Tem Bruins, seconded by Councilmember Mordo, the Council unanimously continued the appeal of Tree Removal Permit for 279 Covington Road to a date uncertain to allow the appellants the opportunity to provide additional evidence for the need to remove the tree.

15. Review the implementation of the Open Government Policy; adopt Resolution No. 2015-09, amending the Open Government Policy; and affirm the appointment of Mayor Pepper and Councilmember Prochnow to the Open Government Standing Committee

Continued to a future meeting.

16. Consider establishment of a joint City/LASD Public Lands ad hoc committee and appoint Mayor Pepper and Councilmember Mordo to serve on the City/LASD Public Lands ad hoc committee



**Joe Bathurst Certified Arborist**  
**International Society of Arboriculture**  
**Certification # WE-5191A**

**Office # 408 996-7739 – Cell # 408 348 3796**

**Joe Bathurst \* 4689 Williams Road \* San Jose \* California \* 95129 \***

June 3, 2015

**Attention:** Sean Gallegos  
Asst. Planner, City of Los Altos  
**Subject:** Arborist Report  
**Site:** 279 Covington Road  
Los Altos Ca. 94024  
**Owner/s:** Cameron & John Hamblin

Dear Sean Gallegos and City Council Members.

The purpose of this report is to clarify the condition, both physiologically and environmentally, of a certain tree growing at 279 Covington Road. I am a Certified Arborist of 15 years with 15 years of experience prior to my certification. I have submitted dozens of "multi-tree" preservation plans up and down the peninsula. My findings are based on experience and continued education required by the International Society of Arboriculture..... My findings are as follows.

The tree in question is a *Quercus agrifolia*, commonly referred to as a Coast Live Oak. The tree is healthy and structurally stable except for one large branch on the northwest side of the tree. When measured at 48" above grade, the main stem has a circumference of 106.76" (34" dia.) A secondary stem growing from near grade has a circumference of 59.66" (19" dia.). The current drip line radius is 30'. Tree height is approximately 40'. The primary root crown has a circumference of 257.48" (82" dia.). As my measurements indicate, this tree would be considered a heritage, protected or regulated tree according to city ordinances.

The owners of this tree, Cameron and John Hamblin have requested the removal of the tree for viable reasons. Their request was denied due to the absence of an Arborist Report. On May 29<sup>th</sup> I paid a site visit to inspect the tree and its surroundings. I spent an hour with Mrs. Hamblin learning the history of the tree, while giving her a crash course in Arboriculture. By the end of our meeting, Mrs. Hamblin was able to convince me that removing this tree is a reasonable request. Following is a list of facts that may support the removal of the tree.

1. **Although not diseased**, the tree is drought stressed. As a result, opportunistic and coexisting insects and pest are attacking the tree, they're causing greater than average leaf drop and honeydew drip onto the roof, driveway and sidewalks. This has become a nuisance both inside the home and on the surfaces mentioned above. Applications of pesticides is not an option. Deep watering is suggested, but at a cost.
2. **Structurally speaking**, the tree is in good shape. However, the large secondary stem has been weakened by a cable installed 20 years ago. The functionality of the cable expired 15 years ago and has been broken by the weight and movement of the limb. The limb is currently separated from the primary canopy. Likelihood of failure without remedy is probable. Pruning and installing a new support system has been recommended, but at great a cost.
3. **Proximity of existing structures**, include the carport and its cement slab, sidewalks and driveways. All of which pre-date the existence of the tree. The trees root crown and root plate are within 08' of the carport. The topography around the tree is several inches above the original grade. Rainwater runoff has been rerouted toward the main house and has flooded the adjacent carport many times.

Attempts to repair and reroute the runoff have failed. The only solution would be to change the grade or remove the roots, both of which would be damaging to the tree.

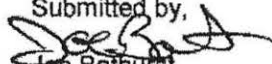
4. **Enjoyment of the property** or at least this portion of the property has become limited due to the intrusiveness of this tree and its problems. The aesthetic appeal as you approach the house is unwelcoming and challenging and dare I say behind the times and somewhat sterile. Mrs. Hamblin wants to beautify the front of her property by incorporating some sustainable color and texture to go along with a new tree that's capable of announcing each new season. However, the expense of maintaining tree problems and associated repairs has kept her from doing so.
5. **The appeal request** presented by the Hamblin's is very thorough. They have addressed each qualifying reason to remove the tree. I have addressed only the points related directly "to" the tree. The Hamblin's are not planning on doing a tear-down and rebuild like others in the neighborhood. They are not requesting a pool permit. They simply want to keep and maintain what they already have at the cost of one tree.

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**Conclusion:** The trees root system is in fact, damaging the carport, the carport slab, the driveway and sidewalk. The rainwater runoff, as a result of an above average size root crown or "root plate" is damaging the carport walls and possibly the foundation of the main house. Although it may appear minor at present, if not remedied, it will get worse. As mentioned, changing the grade will be harmful to the tree. Pruning the roots within 10' of a 34" dia tree is ill advised. This Arborist feels that removing and replacing the tree is the right decision.

Thank you for your time.

Submitted by,

  
Joe Bathurst  
Certified Arborist

Job No. HAMBLIN

BAY AREA PAVING COMPANY

P.O. Box 6339 · San Mateo, CA 94403 · Tel (650)341-0351 · Fax (650) 631-1974

License #250290 Class A

TO: Job Owner CAMERON HAMBLIN  
Address 279 COVINGTON ROAD  
LOS ALTOS, CA  
906-7635@cameron.hamblin@gmail.com

PROPOSAL · CONTRACT · WORK ORDER

We hereby agree to furnish all labor, materials and equipment for the completion, in a good workmanlike manner, of the following described work:

Job Location: SAME AS ABOVE

1) ROOT DAMAGE REPAIR: SAWCUT AND THEN REMOVE A 17 X 3 FOOT SECTION OF RAISED UP ASPHALT BY THE BRICK WALKWAY AND CARPORT. HAUL THE SPOILS OFF SITE. GRADE THE BASE AND THEN PAVE THIS AREA WITH 2.5 INCHES OF HOT ASPHALT. THE NEW PAVEMENT WILL HAVE A SWALE FOR DRAINAGE. WE WILL ALSO INSTALL A SMALL ASPHALT FINGER BERM ALONG THE PAVEMENT AT THE EDGE OF THE CONCRETE CARPORT TO KEEP WATER OUT OF THE CARPORT.....\$ 998.00

2) SEALING: BLOW CLEAN THE 2245 SQUARE FEET OF DRIVEWAY AND APPLY TWO COATS OF SEAL.....\$ 1877.00

3) BRICK PATH: REMOVE THE BRICKS FROM THE FIRST 18 FEET OF PATH COMING OFF THE DRIVEWAY. STOCKPILE. INSTALL NEW SAND TO BUILD UP OVER THE OAK ROOT AND COMPACT. REINSTALL THE BRICKS AND THEN RUN A LEVELING COURSE OF SAND OVER THE BRICKS.....\$ 1,973.00

Work Not Included:

Our price for the above is:AS SHOWN ABOVE

The amount to be payable as follows:UPON COMPLETION

BAY AREA PAVING COMPANY

Dated: June 18, 2015

By: \_\_\_\_\_

Acceptance

We accept the above proposal. You are authorized to perform the work described herein, and we agree to pay the stated amount in accordance with the terms set forth. Terms and conditions on the reverse side are deemed to be incorporated herein and made a part hereof.

Owner's P.O. No. \_\_\_\_\_

\_\_\_\_\_  
(Owner) (Prime Contractor)

Dated: \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_

Phone No. \_\_\_\_\_



## Terms and Conditions

1. All plans and specifications for the job are made a part of this agreement. Compliance by Bay Area Paving Company with such plans shall constitute full performance. No deviation from these plans and specifications and/or terms shall be made by either party except by mutual agreement which shall be in writing. Prices for extra work and allowance for omissions shall be fixed in advance and shall be set forth in writing. Both parties agree that the plans and specifications may be changed without impacting the validity of the contract.
2. This agreement contains the entire agreement between the parties and there are no other agreements or warranties, either express or implied, except as contained herein. This may only be amended in writing signed by both parties or their authorized agents.
3. Both parties agree that the contract may not be cancelled prior to commencement of work without consent of Bay Area Paving Company unless at the time of cancellation a sum equal to twenty percent of contract price shall be paid to Bay Area Paving Company by owner or contractor being party to this contract.
4. Bay Area Paving Company shall not be liable for damage to underground pipe, conduit, or installations which are not marked for workmen on the property and owner shall hold Bay Area Paving Company harmless against any such claim.
5. If asphalt or concrete encountered is thicker and total depth bid, cost for further excavation and replacement shall be negotiated on site by Bay Area Paving Company representative and owner or owner's representative.
6. Unless otherwise specified the contract price shall be paid as follows: Total price for that portion of work completed shall be paid with 10 days after receipt of statement for completed work. Failure to make such payments shall constitute a substantial breach of this agreement and shall authorize Bay Area Paving Company to cease all further work and may recover for a breach of the entire agreement.
7. In the event Bay Area Paving is required to institute any action to collect any amounts due or to enforce any of the terms of this contract, owner agrees to pay the additional sum, not to exceed twenty percent of the contract price, and in any event not less than \$500.00 as reasonable attorney's fees or collection fees, and agrees that such sum is a reasonable fee for same.
8. Delay caused by strike, labor disputes, acts of God, or other causes beyond the reasonable control of Bay Area Paving Company, shall excuse or extend the time for performance of this contract. Any loss to Bay Area Paving Company caused from delays caused by owner or his agents or contractors shall be chargeable to owner for the additional work or materials caused by such delay.

9. This bid is based on current prices and if not accepted within 30 days we reserve the right to submit a new bid. This proposal becomes a contract binding upon both parties when acceptable by you and the signed original delivered to us.

James M. McClenahan  
John H. McClenahan  
Joshua T. McClenahan



Gary E. Armstrong  
Miguel A. Berumen  
Juan Larico

Contractors Lic. #651341  
1 Arastradero Road, Portola Valley, CA 94028-8012  
Telephone (650) 326-8781  
Fax (650) 854-1267  
www.spmcclenahan.com

October 27, 2014

Ms. Cameron Hamblin  
279 Covington Road  
Los Altos, CA 94024

Dear Ms. Hamblin:

Please accept my gratitude for considering S. P. McClenahan Co., Inc your professional tree care provider.

S. P. McClenahan Co., Inc takes pride in **Providing Excellence in Arboricultural Services** for our clients and ensures all of our tree care services will be in accordance with the Tree Care Industry Association's Accreditation Standard. The core value of the Accreditation for our customers is the assurance that you will receive superior tree care services from a company adhering to the industry's foremost safety, quality, customer service and ethical business practices.

Our tree care insurance package includes a general liability policy for completed operations and property damage, a professional liability policy for professional consulting services and workers' compensation insurance coverage. At your request, we will gladly provide a Certificate of Insurance for any of the above-mentioned coverage.

Thank you for affording S. P. McClenahan Co., Inc the opportunity to submit our proposal for professional tree care services. As a fourth generation family business, our mission is to provide **Excellence in Arboricultural Services** for our clientele.

Should you have any questions, or if we may be of further assistance, kindly contact our office at any time.

Very truly yours,

James M. McClenahan, President  
Registered Consulting Arborist #249  
American Society of Consulting Arborists  
S. P. McClenahan Co., Inc.

James M. McClenahan  
John H. McClenahan  
Joshua T. McClenahan



Gary E. Armstrong  
Miguel A. Berumen  
Juan Larios

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October 27, 2014

Client Information:  
**Ms. Cameron Hamblin**  
279 Covington Road  
Los Altos, CA 94024

Job Location:  
279 Covington Road  
Los Altos, CA 94024  
ID# 40498

### Job Specifications

**1 Coast live oak**

**Objective(s):** Risk reduction, promote health, improve aesthetics

- a. Shorten long limbs to reduce endweights
- b. Remove deadwood 3/8-inches in diameter and larger
- c. Remove undesirable interior growth
- d. Install 3/8-inch cable support between primary leaders

\$1,650.00

**2 Coast live oak, 3 trees right rear**

**Objective(s):** Risk reduction, promote health, improve aesthetics

- a. Shorten long limbs to reduce endweights
- b. Remove deadwood 3/8-inches in diameter and larger
- c. Thin lightly

\$4,420.00

**Total**

**\$6,070.00**

Under terms of the preceding bid, all wood, brush and debris, which result from specified operations, will be hauled from premises.

Client Information:  
Ms. Cameron Hamblin  
279 Covington Road  
Los Altos, CA 94024

Job Location:  
279 Covington Road  
Los Altos, CA 94024  
ID# 40498  
Est. ID# 10537

*If you have any special instructions please feel free to note them below or contact us at (650) 326-8781. By signing and returning the enclosed letter, you agree to the terms, condition, and work specifications.*

Comments: \_\_\_\_\_

Authorized By: \_\_\_\_\_  
Print Name, Owner of Property

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

## Terms and Conditions

It is agreed by and between S. P. McClenahan Co., Inc. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

**Arborist Disclosure Statement:** Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or seek additional advice. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like a medicine, cannot be guaranteed. Treatment, pruning, and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, landlord-tenant matters, etc. Arborists cannot take such issues into account unless complete and accurate information is given to the arborist. The person hiring the arborist accepts full responsibility for authorizing the recommended treatment or remedial measures. Trees can be managed, but they cannot be controlled. To live near a tree is to accept some degree of risk. The only way to eliminate all risks is to eliminate all trees.

**Insurance by Contractor:** S. P. McClenahan Co., Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

**Completion of Contract:** S. P. McClenahan Co., Inc. agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall S. P. McClenahan Co. be responsible for Client induced delays; nor shall Client be relieved of its payment obligation based on any such delays. If Client cancels the project with less than 24 hours prior notice, Client shall pay a minimum stop charge of \$275.

**Tree Ownership:** The authorizing party warrants that all trees listed are located on the customer's property and if not, that the authorizing party has received full permission from the owner to allow S. P. McClenahan Co., Inc. to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify S. P. McClenahan Co., Inc. for any damages or costs incurred from the result thereof, including but not limited to claims brought by the actual owner of the tree and/or penalties and fines.

**Safety:** S. P. McClenahan Co., Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards as well as all applicable state and federal OSHA requirements. The authorizing party agrees to not enter, nor allow anyone else to enter, the work area during arboricultural operations unless authorized by the crew leader on-site.

**Stump Removal:** Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

**Concealed Contingencies:** Any additional work or equipment required to complete the work caused by the authorizing party's failure to make known, or caused by previously unknown, foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. S. P. McClenahan Co., Inc. is not responsible for damages to underground irrigation lines, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

**Permits:** Should a permit for tree removal and/or pruning be required by city or county agencies, it is the property owner's responsibility to secure the permit. S. P. McClenahan Co., Inc. will assist, if necessary in the permit process. If S. P. McClenahan Co. prepares an arboricultural report for customer to obtain a tree removal permit and customer terminates this contract to have S. P. McClenahan Co. remove the tree(s), customer shall pay S. P. McClenahan Co.'s standard charge for the preparation of the report.

**Clean-up:** Clean-up shall include removing wood, brush and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

**Lawn Repair:** S. P. McClenahan Co., Inc. will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

**Indemnification:** Customer agrees to indemnify, defend and hold S. P. McClenahan Co., Inc. harmless from and against any and all third-party claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of or related to this Agreement and/or the services provided to Client. Notwithstanding the foregoing, customer shall have no duty to indemnify, defend or hold harmless S. P. McClenahan Co., Inc. if said damages or losses are (i) caused by S. P. McClenahan Co., Inc.'s gross negligence or willful misconduct; or (ii) if said damages arise out of or relate to a written opinion or Arborist's Report provided to customer by S. P. McClenahan Co., Inc. pursuant to this Agreement.

**Chemical Application:** It is noted that we use only those pesticides and chemical spray materials that are registered and approved by the State of California Department of Food and Agriculture and are further authorized for local application by the County agricultural agencies.

**Fertilization:** All of our fertilization services are provided in accordance with the latest version of the ANSI A300 (Part 2) Soil Management Standard. The reason for fertilization is to supply nutrients determined to be deficient to achieve a clearly defined objective in a manner most beneficial to the plant. The fertilization will take into consideration root accessibility, root location, fertilization objectives and plant species.

**ANSI A300 Tree Care Standard Definitions:** The following definitions apply to specifications detailed in this proposal.

- **clean:** Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches with the objective of reducing risk to persons and property, promoting health, preventing decay and improving aesthetics. Unless noted otherwise on this proposal, all cleaning will be of branches 1 inch diameter or greater throughout the entire crown.
- **crown:** The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.
- **leader:** A dominant or co-dominant, upright stem.
- **raise:** Selective pruning to provide vertical clearance.
- **reduce:** Selective pruning to decrease height and/or spread by removing specified branch
- **restore:** Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
- **thin:** Consists of selective pruning to reduce the density of live branches resulting in an even distribution of branches on individual limbs and throughout the crown (canopy). No more than 25 percent of the crown should be removed in an annual growing season. Our objective with this method of pruning is a reduction of risk to persons and property below the tree as well as improving aesthetics and light penetration.
- **vista pruning:** Selective pruning to allow a specific view, usually by creating view 'windows' through the tree's crown.

**Terms of Payment:** Unless otherwise noted in this proposal, the customer agrees to pay the account in full within 30 days of work completion. Failure to remit full payment within 30 days will result in a finance charge of 10% per annum until paid in full. Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any Contractor, Laborer, Supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your Contractor in full, if the Subcontractor or Supplier remains unpaid by the Contractor.



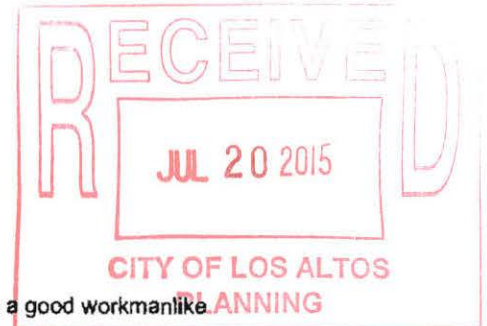
Job No. HAMBLIN

BAY AREA PAVING COMPANY

P.O. Box 6339 · San Mateo, CA 94403 · Tel (650)341-0351 · Fax (650) 631-1974

License #250290 Class A

TO: Job Owner CAMERON HAMBLIN  
Address 279 COVINGTON ROAD  
LOS ALTOS, CA  
906-7635© cameron.hamblin@gmail.com



PROPOSAL · CONTRACT · WORK ORDER

We hereby agree to furnish all labor, materials and equipment for the completion, in a good workmanlike manner, of the following described work:

Job Location: SAME AS ABOVE

1) ROOT DAMAGE REPAIR: SAWCUT AND THEN REMOVE A 17 X 3 FOOT SECTION OF RAISED UP ASPHALT BY THE BRICK WALKWAY AND CARPORT. HAUL THE SPOILS OFF SITE. GRADE THE BASE AND THEN PAVE THIS AREA WITH 2.5 INCHES OF HOT ASPHALT. THE NEW PAVEMENT WILL HAVE A SWALE FOR DRAINAGE. WE WILL ALSO INSTALL A SMALL ASPHALT FINGER BERM ALONG THE PAVEMENT AT THE EDGE OF THE CONCRETE CARPORT TO KEEP WATER OUT OF THE CARPORT.....\$ 998.00

2) SEALING: BLOW CLEAN THE 2245 SQUARE FEET OF DRIVEWAY AND APPLY TWO COATS OF SEAL.....\$ 1877.00

3) BRICK PATH: REMOVE THE BRICKS FROM THE FIRST 18 FEET OF PATH COMING OFF THE DRIVEWAY. STOCKPILE. INSTALL NEW SAND TO BUILD UP OVER THE OAK ROOT AND COMPACT. REINSTALL THE BRICKS AND THEN RUN A LEVELING COURSE OF SAND OVER THE BRICKS.....\$ 1,973.00

Work Not Included:

Our price for the above is:AS SHOWN ABOVE

The amount to be payable as follows:UPON COMPLETION

BAY AREA PAVING COMPANY

Dated: June 18, 2015

By: \_\_\_\_\_

Acceptance

We accept the above proposal. You are authorized to perform the work described herein, and we agree to pay the stated amount in accordance with the terms set forth. Terms and conditions on the reverse side are deemed to be incorporated herein and made a part hereof.

Owner's P.O. No. \_\_\_\_\_

\_\_\_\_\_  
(Owner) (Prime Contractor)

Dated: \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_

Phone No. \_\_\_\_\_

## Terms and Conditions

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9. This bid is based on current prices and if not accepted within 30 days we reserve the right to submit a new bid. This proposal becomes a contract binding upon both parties when acceptable by you and the signed original delivered to us.