

RESOLUTION NO. 17-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE REMOVAL OF ONE 10.5-INCH DIAMETER BLUE OAK TREE
AT 188 VIA MAGNOLIA – LOT 15 TRACT 2620 (OTR 17-009 -MICHAEL HARROD)

WHEREAS, Michael Harrod has submitted a request to remove one oak tree on Lot 15 of Tract 2620, located at 188 Kleck Road; and

WHEREAS, the tree proposed to be removed is one 10.5-inch diameter Blue Oak; and

WHEREAS, Robert Schreiber, Certified Arborist, has evaluated Tree No. 6 and indicates that approximately one-half to two-thirds of the branches are dead, that the only green foliage is “sucker-growth”, there are signs of past branch failures, and there is damage to the bark of the tree at the base of the tree, as described in the Arborist Report, Attachment 5; and

WHEREAS, if the tree is approved to be removed, there are four other oak trees on the site that would be preserved; and

WHEREAS, since the tree was shown to be saved on an approved Development Plan and the tree shows signs of growth, the Community Development Director could not make the determination that the tree is “clearly dead or diseased beyond correction,” and therefore, Section 10.01.050.C of the Oak Tree Ordinance would consider the tree “healthy” and require that the City Council make the determination of whether the tree should be removed or not, after consideration of the factors listed in Section 10.01.050.D; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. Findings. The City Council finds the factors outlined in Section 10.01.050.D, and the information provided by the Arborist, justify the removal of the 10.5-inch Blue Oak tree, based on the tree being in poor health and in danger of falling, as indicated in Exhibit A.

Section 3. Mitigation. One (1) 1.75-inch diameter blue oak tree replacement tree shall be planted on site at the direction of the Arborist to mitigate the visual impact of the tree's removal.

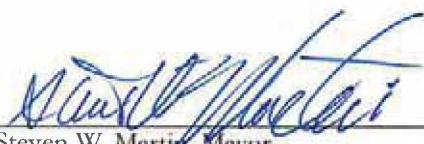
APPROVED this 20th day of June, 2017, by the following vote:

AYES: Gregory, Hamon, Reed, Martin

NOES:

ABSENT: Strong

ABSTAIN:



Steven W. Martin, Mayor

ATTEST:



Kristen L. Buxkemper, Deputy City Clerk

Exhibit: Robert Schreiber Arborist Report



Robert Schreiber



Tree & Environmental Specialist
ISA Certified Arborist #FL-0314A
ASCA Academy Graduate
170 Terra St., Morro Bay, CA 93442
805-441-3715

May 19, 2017

Mr. Michael J. Harrod
Harrod Home Construction
2530 Beechwood Drive
Paso Robles, CA 93446

via e-mail
mhhomeconstruction@gmail.com

SUBJECT: OAK TREE EVALUATIONS
188 VIA MAGNOLIA
PASO ROBLES, CA

This report includes an analysis of one (1) Blue Oak tree (*Quercus douglasii*) located on an empty lot in Paso Robles, CA. The report is intended for use by the property owner/agents and the city of Paso Robles.

TREE CHARACTERISTICS:

Initial Examination: May 18, 2017

Tree #1 – BLUE OAK [see figures 1, 2 & 3]

DSH (diameter at standard height): 10.6"

Height: +/- 12 feet

Spread: +/- 15 feet

Age: Mature

Health: POOR

OBSERVATIONS:

The Blue Oak tree (*Quercus douglasii*) #1 is located on an empty lot in a residential subdivision. There is approximately one-half to two-thirds dead branches. Excessive sucker growth is the only green foliate growth. Sign of prior branch breakage are evident. Bark near the root ball has evidence of prior injury with no evidence of healing.

ANALYSIS:

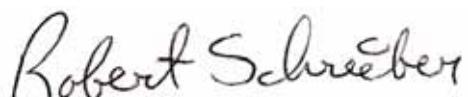
Tree #1 (described above) is clearly in severe declining health. The foliage evident is merely succor growth and will not sustain the tree for long. Comparing the health of the subject tree to others on the lot clearly indicate that the tree will not survive another summer with no precipitation. As the tree continues to decay, there is a potential for total failure in a short period of time.

RECOMMENDATIONS:

Based on the overall health of the tree, it is recommended that it be removed and replaced elsewhere on the lot by another native tree with a stronger potential for survival.

CONCLUSION:

The health of the tree will not be improved by any measures. The potential for additional limb failure and/or total tree failure is extremely high. This tree should be removed and replaced with a compatible native species.



Robert Schreiber
ISA Certified Arborist
#FL0314A

Figure 1



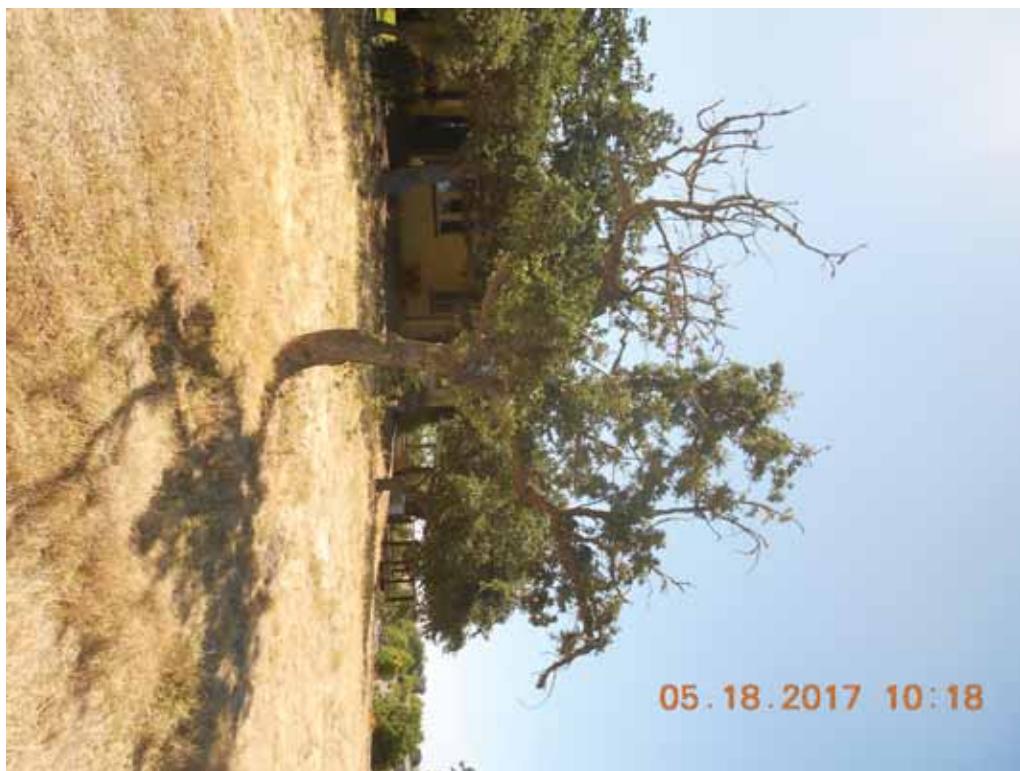
Figure 2



Figure 3



Figure 4



TERMS OF ASSIGNMENT

The following terms and conditions apply to all oral and written reports and correspondence pertaining to the consultations inspections and activities of Arbor First:

1. All property lines and ownership of property, trees, and landscape plants and fixtures are assumed to be accurate and reliable as presented and described to the consultant, either verbally or in writing. The consultant assumes no responsibility for verification of ownership or locations of property lines, or for results of any actions or recommendations based on inaccurate information.
2. It is assumed that any property referred to in any report or in conjunction with any services performed by Arbor First, is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations, and that any titles and ownership to any property are assumed to be good and marketable. Any existing liens and encumbrances have been disregarded, and any and all property is appraised and/or assessed as though free and clear, under responsible ownership and competent management.
3. All reports and other correspondence are confidential and are the property of Arbor First and its named clients and their assigns or agents. Possession of this report or a copy thereof does not imply any right of publication or use for any purpose, without the express permission of the consultant and the client to whom the report was issued. Loss, removal or alteration of any part of a report invalidates the entire appraisal/evaluation.
4. The scope of any report or other correspondence is limited to the trees and conditions specifically mentioned in those reports and correspondence. Arbor First and the consultant assume no liability for the failure of trees or parts of trees, either inspected or otherwise. The consultant assumes no responsibility to report on the condition of any tree or landscape feature not specifically requested by the named client.
5. All inspections are limited to visual examination of accessible parts, without dissection, excavation, probing, boring or other invasive procedures, unless otherwise noted in the report, and reflect the condition of those items and features at the time of inspection. No warrantee or guarantee is made, expressed or implied, that problems or deficiencies of the plants or the property will not occur in the future, from any cause. The consultant shall not be responsible for damages caused by any tree defects, and assumes no responsibility for the correction of defects or tree related problems.
6. The consultant shall not be required to provide further documentation, give testimony, be deposed, or to attend court by reason of this appraisal/report unless subsequent contractual arrangements are made, including payment of additional fees for such services as described by the consultant or in the fee schedules or contract.
7. Arbor First makes no warrantee, either expressed or implied, as to the suitability of the information contained in any reports or correspondence, either written or verbal, for any particular purpose. It remains the responsibility of the client to determine applicability to his/her particular case.
8. Any report and the values, observations, and recommendations expressed therein represent the professional opinion of the consultant and the fee for services is in no manner contingent upon the reporting of a specified value nor upon any particular finding to be reported.
9. Any photographs, diagrams, graphs, sketches, or other graphic material included in any report, being intended solely as visual aids, are not necessarily to scale and should not be construed as engineering reports or surveys, unless otherwise noted in the report. Any reproductions of graphic material or the work product of any other persons is intended solely for the purpose of clarification and ease of reference. Inclusion of said information does not constitute a representation by Arbor First or the consultant as to the sufficiency or accuracy of that information.
10. Payment terms are net payable upon receipt of invoice. All balances due beyond 30 days of invoice date will be charged a service fee of 1.5 percent per month (18 % APR). All checks returned for insufficient funds or any other reason will be subject to a \$30.00 service fee. Advance payment of fees may be required in some cases.