

Request #17415

Please provide tree permit decisions by OPW/Tree Services on tree removal permits applications with the following characteristics: Decisions on the first five 2015 non-development tree removal permit applications with a "T" prefix where a decision has been issued. That is, considering: T15-001, T15-002, T15-003 ... T15-130... etc. until a quantity of five (5) is reached.

There are four (4) non-development tree permit applications with decisions:

T15-068

T15-093

T15-094

T15-111

(see attached)

A known example of a permit that was submitted later in the year is T15-110.

In addition please provide public documents associated with the first five (5) non-development applications submitted in 2015 that have been voided, with the prefix "T".

One (1) non-development application T15-110 was voided.

TREE PERMIT DECISION

City of Oakland, Public Works Department
Tree Services Unit, 7101 Edgewater Drive, Oakland, CA 94621, (510) 615-5934
Chapter 12.36, Oakland Municipal Code, Protected Trees Ordinance

Permit # T15 - 068

Address: 1111 Broadway

Expires: One year from date of issuance

Decision: 7 - 21 - 2015

Applicant/Agent: Katie Hawkins/Valley Crest

Permit Type: Non-Development – applied for @ Planning

Removal Approved		Preservation Required		Replacement Tree Required	In Lieu Fee-\$475 per tree
Trees Quantity	Identified As	Tree Quantity	Identified As		
1	26" dbh Poplar	-	-	-	N/A

FINDINGS

The 26" Poplar tree is located in the park area next to 1111 Broadway on 11th Street side.

PERMIT REVIEW – FINDINGS (A)

The applicant's request accomplished the following objective(s):

- ☒ 1. Insured the public health and safety as it related to the health of the tree, potential hazard to life or property, proximity to existing or proposed structures, or interference with utilities or sewers.
- ☐ 2. Avoided an unconstitutional regulatory taking of property.
- ☐ 3. Took reasonable advantage of views, including such measures mandated by the resolution of a view claim in accordance with the view preservation ordinance (Chapter 15.52 of the Oakland Municipal Code).
- ☐ 4. Pursued accepted, professional practices of forestry or landscape design. Submission of a landscape plan acceptable to the Director of Public Works shall constitute compliance with this criterion.
- ☐ 5. Implemented the vegetation management prescriptions in the S-11 site development review zone.
- ☐ *None of the objectives above were accomplished by the proposed removal(s).*

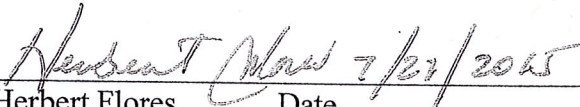
PERMIT REVIEW – FINDINGS (B)


Any one of the following situations was grounds for permit denial, regardless of the findings in section (A) above:

- ☐ 1. Removal could be avoided by reasonable redesign of the site plan, prior to construction.
- ☐ 2. Removal could be avoided by trimming, thinning, tree surgery or other reasonable treatment.
- ☐ 3. Adequate provisions for drainage, erosion control, land stability or windscreen were not made.
- ☐ 4. The tree(s) were a member of a group of trees in which each tree was dependent upon the others for survival.
- ☒ *There were no grounds to deny the permit.*

size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.

8. **Permit.** Tree removal, as defined in the Protected Trees Ordinance, Section 12.36.020 of the Oakland Municipal Code, may not start unless and until the applicant has received this permit from Tree Services.
9. **Posting.** The applicant shall post a copy of the tree removal permit in plain view on site while tree removal work is underway.
10. **Tree Damage.** If any damage to a protected tree should occur during or as a result of work on the site, the applicant shall immediately notify the Tree Services Division of such damage. If, in the professional opinion of the City Arborist, such tree cannot be preserved in a healthy state, the Arborist shall require replacement of any tree removed with another tree or trees on the same site deemed adequate by the Arborist to compensate for the loss of the tree that is removed.
- ☐ 11. **In Lieu Fee.** If replacement trees are required, but cannot be planted due to site constraints, an in lieu fee as determined by the City's master fee schedule may be substituted for required replacement plantings. The permit is valid and issued only after payment is received by Tree Services.
- ☐ 12. **Replacement Trees.** The property owner shall plant ___ replacement trees on the property. The replacement trees shall be excellent quality nursery stock and maintained by the applicant until established. Any replacement planting which fails to become established within one year of installation shall be replanted at the applicant's expense. Plantings shall be installed within 30 days of tree removal. A photograph of the replacement trees, installed in the landscape of the property, shall be mailed or emailed to Tree Services within one week of the replacement trees being installed.
 - ☐ a. The minimum size replacement tree shall be a twenty-four (24) inch box, except that three, fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate, if approved by the City Arborist.
 - ☐ b. Replacement tree species shall consist of *Sequoia sempervirens* (coast redwood), *Quercus agrifolia* (coast live oak), *Arbutus menziesii* (madrone), *Aesculus californica* (California buckeye) or *Umbellularia californica* (California bay laurel).
- ☐ 13. **Sidewalks.** The damaged sidewalk shall be repaired in compliance with the rules and regulations of the City of Oakland. A sidewalk repair permit is required if more than 25 square feet of sidewalk will be repaired. Contact the Sidewalk Division at 238-3499 for more information.


 Herbert Flores Date
 Acting Arboricultural Inspector


 Robert Zahn Date
 Senior Forester

Certified Arborist ® WE-8102A

*This decision of the Public Works Agency, Tree Services Section, may be appealed by the applicant, or the owner of any "adjoining" or "confronting" property, to the Parks and Recreation Advisory Commission within five (5) working days after the date of this decision and by 3:30 p.m., otherwise the permit is effective. The term "adjoining" means immediately next to, and the term "confronting" means in front of or in back of. An appeal shall be on a form prescribed by and filed with Tree Services, at 7101 Edgewater Drive, Building #4. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the City or wherein such decision is not supported by the evidence in the record. There is a \$200.00 fee to file an appeal. Failure to timely appeal this decision and raise any and all issues in your appeal may preclude you from challenging this determination in court. If the appeal is not finally disposed of by the Park and Recreation Advisory Commission within thirty (30) working days of the date of the decision by the Tree Services Section, the decision shall be deemed affirmed, and the permit appeal denied.

TREE PERMIT DECISION

City of Oakland, Public Works Agency
Tree Services Division, 7101 Edgewater Drive, Oakland, CA 94621, (510) 615-5934
Chapter 12.36, Oakland Municipal Code, Protected Trees Ordinance

Permit # NDT15-093

Address: 5424 Masonic Ave

Expires: One year from date of issuance

Decision: 10-19-15

Applicant: Joseph Kolb & Rhea Gossett

Permit Type: Non-Development

Removal Approved		Preservation Required		Replacement Tree Required	In Lieu Fee- \$475 per tree
Tree Quantity	Identified As	Tree Quantity	Identified As		
2	Canary Island Pine				

PERMIT REVIEW – FINDINGS (A)

The applicant's request accomplished the following objective(s):

There are two Canary Island Pines growing in the back yard. Tree number one is (44) inch dbh and tree number two is (38) inch dbh. Both trees have poor growth structure having been topped at 60 feet. At this point, tree number one has regrown a top with a weak attachment. Due to the topping both trees have grown long weighted lateral limbs which are over the street, applicants home and the neighboring home at, 5815 Heron.

- ☒ 1. Insured the public health and safety as it related to the health of the tree, potential hazard to life or property, proximity to existing or proposed structures, or interference with utilities or sewers.
- ☐ 2. Avoided an unconstitutional regulatory taking of property.
- ☐ 3. Took reasonable advantage of views, including such measures mandated by the resolution of a view claim in accordance with the view preservation ordinance (Chapter 15.52 of the Oakland Municipal Code).
- ☐ 4. Pursued accepted, professional practices of forestry or landscape design. Submission of a landscape plan acceptable to the Director of Public Works shall constitute compliance with this criterion.
- ☐ 5. Implemented the vegetation management prescriptions in the S-11 site development review zone.
- ☐ *None of the objectives above were accomplished by the proposed removal(s).*

PERMIT REVIEW – FINDINGS (B)

Any one of the following situations was grounds for permit denial, regardless of the findings in section (A) above:

- ☐ 1. Removal could be avoided by reasonable redesign of the site plan, prior to construction.
- ☐ 2. Removal could be avoided by trimming, thinning, tree surgery or other reasonable treatment.
- ☐ 3. Adequate provisions for drainage, erosion control, land stability or windscreen were not made.
- ☐ 4. The tree(s) were a member of a group of trees in which each tree was dependent upon the others for survival.
- ☒ *There were no grounds to deny the permit.*

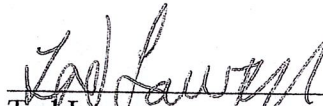
OAKLAND MUNICIPAL CODE SECTION 12.36.060 CONDITIONS OF APPROVAL

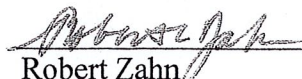
The following conditions were imposed. Conditions #11 - #13 were imposed if they were check marked:

1. **Defense, Indemnification and Hold Harmless.** To the maximum extent permitted by law, the applicant and its contractor shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Public Works Agency and its respective agents, officers, employees and volunteers (hereafter collectively called City) from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City for or on account of any damage to property or bodily injury, including death, or damage sustained or arising out of, related to or caused by in any way from the performance of work in this tree permit matter. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
2. **Defense, Indemnification and Hold Harmless.** To the maximum extent permitted by law, the applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Public Works Agency and its respective agents, officers, employees and volunteers (hereafter collectively called City) from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul, (a) an approval by the City relating to this tree permit matter, City's CEQA approvals and determination, and/or notices in the tree permit matter; or (b) implementation of such. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
3. **Letter of Agreement.** Within ten (10) calendar days of the filing of any Action as specified in conditions 1 or 2 above, the applicant and/or its contractor shall execute a Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the approval. Failure to timely execute the Letter of Agreement does not relieve the applicant of any of the obligations contained in this Section or any other requirements or conditions of approval that may be imposed by the City.
4. **Debris.** All debris created as a result of any tree removal work shall be removed from the property by the applicant within two weeks of debris creation, and such debris shall be properly disposed of by the applicant in accordance with all applicable laws, ordinances, and regulations.
5. **Hazards.** The removal of extremely hazardous, diseased, and/or dead trees shall be required where such trees have been identified by the City Arborist.
6. **Insurance.** Workers compensation, public liability, and property damage insurance shall be provided by any person(s) performing tree removal work authorized by a tree removal permit.
7. **Nesting Birds.** To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of raptors shall not occur during the breeding season of March 15 and August 15. If tree removal must occur during the breeding season, all sites shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to start of work from March 15 through May 31, and within 30 days prior to the start of work from June 1 through August 15. The pre-removal surveys shall be submitted to the Planning and Zoning Division and the Tree Services Division of the Public Works Agency. If the survey indicates the potential presences of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The

size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.

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- ☐ 13. **Sidewalks.** The damaged sidewalk shall be repaired in compliance with the rules and regulations of the City of Oakland. A sidewalk repair permit is required if more than 25 square feet of sidewalk will be repaired. Contact the Sidewalk Division at 238-3499 for more information.

 10/19/15
 Tod Lawsen Date
 Arboricultural Inspector
 Certified Arborist WE-6321A

 10/19/15
 Robert Zahn Date
 Senior Forester
 Certified Arborist WE-8102A

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TREE PERMIT DECISION

City of Oakland, Public Works Agency
Tree Services Division, 7101 Edgewater Drive, Oakland, CA 94621, (510) 615-5934
Chapter 12.36, Oakland Municipal Code, Protected Trees Ordinance

Permit # T15-094

Address: 5929 Ayala Ave.

Expires: One year from date of issuance

Decision: 10-19-15

Applicant: Kathy Shaw

Permit Type: Non-Development

Removal Approved		Preservation Required		Replacement Tree Required	In Lieu Fee- \$475 per tree
Tree Quantity	Identified As	Tree Quantity	Identified As		
1	White Birch				
1	Redwood				
1	Douglas Fir				

PERMIT REVIEW – FINDINGS (A)

The applicant's request accomplished the following objective(s):

All three trees are growing in a very small back yard area. The (43) inch dbh fir is a three stem co-dominate tree that has two 25 inch dbh stems that lean over the home that is behind the property, and is growing 3 feet 6 inches from the foundation of the garage. The 13 inch dbh white birch has two co-dominate stems and at that attachment point there is a 4 inch cavity. One of the stems leans over the garage. The tree is growing 6 inches from the foundation of the garage. The 15 inch redwood is growing 4 feet from the foundation of the garage and is 10 feet 6 inches from the foundation of the home. There is not enough room for these trees in such a small space.

- ☒ 1. Insured the public health and safety as it related to the health of the tree, potential hazard to life or property, proximity to existing or proposed structures, or interference with utilities or sewers.
- ☐ 2. Avoided an unconstitutional regulatory taking of property.
- ☐ 3. Took reasonable advantage of views, including such measures mandated by the resolution of a view claim in accordance with the view preservation ordinance (Chapter 15.52 of the Oakland Municipal Code).
- ☐ 4. Pursued accepted, professional practices of forestry or landscape design. Submission of a landscape plan acceptable to the Director of Public Works shall constitute compliance with this criterion.
- ☐ 5. Implemented the vegetation management prescriptions in the S-11 site development review zone.
- ☐ *None of the objectives above were accomplished by the proposed removal(s).*

PERMIT REVIEW – FINDINGS (B)

Any one of the following situations was grounds for permit denial, regardless of the findings in section (A) above:

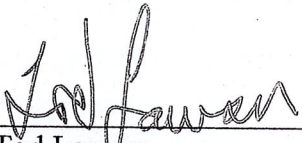
- ☐ 1. Removal could be avoided by reasonable redesign of the site plan, prior to construction.
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- ☐ 4. The tree(s) were a member of a group of trees in which each tree was dependent upon the others for survival.
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OAKLAND MUNICIPAL CODE SECTION 12.36.060 CONDITIONS OF APPROVAL

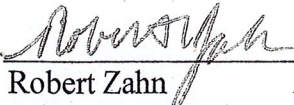
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 10/19/15

Tod Lawsen Date
Arboricultural Inspector
Certified Arborist WE-6321A

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Robert Zahn Date
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TREE PERMIT DECISION

City of Oakland, Public Works Agency
Tree Services Division, 7101 Edgewater Drive, Oakland, CA 94621, (510) 615-5934
Chapter 12.36, Oakland Municipal Code, Protected Trees Ordinance

Permit # ND15-111

Address: 5429 Thomas Ave.

Expires: One year from date of issuance

Decision: 11-19-15

Applicant: Scott & Lily Pearsall

Permit Type: Non-Development

Removal Approved		Preservation Required		Replacement Tree Required	In Lieu Fee- \$475 per tree
Tree Quantity	Identified As	Tree Quantity	Identified As		
1	Pittosporum				

PERMIT REVIEW – FINDINGS (A)

The applicant's request accomplished the following objective(s):

There is a (12) inch dbh pittosporum tree growing in the back yard. This tree has poor structure. At two feet the tree separates into two co-dominate stems with a narrow angle of attachment and included bark. The tree is growing in a narrow planting strip pushing on the foundation of the garage.

- ☒ 1. Insured the public health and safety as it related to the health of the tree, potential hazard to life or property, proximity to existing or proposed structures, or interference with utilities or sewers.
- ☐ 2. Avoided an unconstitutional regulatory taking of property.
- ☐ 3. Took reasonable advantage of views, including such measures mandated by the resolution of a view claim in accordance with the view preservation ordinance (Chapter 15.52 of the Oakland Municipal Code).
- ☐ 4. Pursued accepted, professional practices of forestry or landscape design. Submission of a landscape plan acceptable to the Director of Public Works shall constitute compliance with this criterion.
- ☐ 5. Implemented the vegetation management prescriptions in the S-11 site development review zone.
- ☐ *None of the objectives above were accomplished by the proposed removal(s).*

PERMIT REVIEW – FINDINGS (B)

Any one of the following situations was grounds for permit denial, regardless of the findings in section (A) above:

- ☐ 1. Removal could be avoided by reasonable redesign of the site plan, prior to construction.
- ☐ 2. Removal could be avoided by trimming, thinning, tree surgery or other reasonable treatment.
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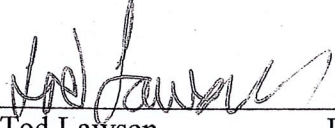
OAKLAND MUNICIPAL CODE SECTION 12.36.060 CONDITIONS OF APPROVAL

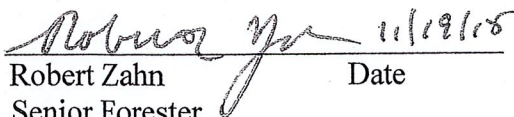
The following conditions were imposed. Conditions #11 - #13 were imposed if they were check marked:

1. **Defense, Indemnification and Hold Harmless.** To the maximum extent permitted by law, the applicant and its contractor shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Public Works Agency and its respective agents, officers, employees and volunteers (hereafter collectively called City) from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City for or on account of any damage to property or bodily injury, including death, or damage sustained or arising out of, related to or caused by in any way from the performance of work in this tree permit matter. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
2. **Defense, Indemnification and Hold Harmless.** To the maximum extent permitted by law, the applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Public Works Agency and its respective agents, officers, employees and volunteers (hereafter collectively called City) from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul, (a) an approval by the City relating to this tree permit matter, City's CEQA approvals and determination, and/or notices in the tree permit matter; or (b) implementation of such. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
3. **Letter of Agreement.** Within ten (10) calendar days of the filing of any Action as specified in conditions 1 or 2 above, the applicant and/or its contractor shall execute a Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the approval. Failure to timely execute the Letter of Agreement does not relieve the applicant of any of the obligations contained in this Section or any other requirements or conditions of approval that may be imposed by the City.
4. **Debris.** All debris created as a result of any tree removal work shall be removed from the property by the applicant within two weeks of debris creation, and such debris shall be properly disposed of by the applicant in accordance with all applicable laws, ordinances, and regulations.
5. **Hazards.** The removal of extremely hazardous, diseased, and/or dead trees shall be required where such trees have been identified by the City Arborist.
6. **Insurance.** Workers compensation, public liability, and property damage insurance shall be provided by any person(s) performing tree removal work authorized by a tree removal permit.
7. **Nesting Birds.** To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of raptors shall not occur during the breeding season of March 15 and August 15. If tree removal must occur during the breeding season, all sites shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to start of work from March 15 through May 31, and within 30 days prior to the start of work from June 1 through August 15. The pre-removal surveys shall be submitted to the Planning and Zoning Division and the Tree Services Division of the Public Works Agency. If the survey indicates the potential presences of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The

size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.

8. **Permit.** Tree removal, as defined in the Protected Trees Ordinance, Section 12.36.020 of the Oakland Municipal Code, may not start unless and until the applicant has received this permit from Tree Services.
9. **Posting.** The applicant shall post a copy of the tree removal permit in plain view on site while tree removal work is underway.
10. **Tree Damage.** If any damage to a protected tree should occur during or as a result of work on the site, the applicant shall immediately notify the Tree Services Division of such damage. If, in the professional opinion of the City Arborist, such tree cannot be preserved in a healthy state, the Arborist shall require replacement of any tree removed with another tree or trees on the same site deemed adequate by the Arborist to compensate for the loss of the tree that is removed.
- ☐ 11. **In Lieu Fee.** If replacement trees are required, but cannot be planted due to site constraints, an in lieu fee as determined by the City's master fee schedule may be substituted for required replacement plantings. The permit is valid and issued only after payment is received by Tree Services.
- ☐ 12. **Replacement Trees.** The property owner shall plant _____ replacement trees on the property. The replacement trees shall be excellent quality nursery stock and maintained by the applicant until established. Any replacement planting which fails to become established within one year of installation shall be replanted at the applicant's expense. Plantings shall be installed within 30 days of tree removal. A photograph of the replacement trees, installed in the landscape of the property, shall be mailed or emailed to Tree Services within one week of the replacement trees being installed.
 - ☐ a. The minimum size replacement tree shall be a twenty-four (24) inch box, except that three, fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate, if approved by the City Arborist.
 - ☐ b. Replacement tree species shall consist of *Sequoia sempervirens* (coast redwood), *Quercus agrifolia* (coast live oak), *Arbutus menziesii* (madrone), *Aesculus californica* (California buckeye) or *Umbellularia californica* (California bay laurel).
- ☐ 13. **Sidewalks.** The damaged sidewalk shall be repaired in compliance with the rules and regulations of the City of Oakland. A sidewalk repair permit is required if more than 25 square feet of sidewalk will be repaired. Contact the Sidewalk Division at 238-3499 for more information.

 11-19-15
 Tod Lawson Date
 Arboricultural Inspector
 Certified Arborist WE-6321A

 11/19/15
 Robert Zahn Date
 Senior Forester
 Certified Arborist WE-8102A

**This decision of the Public Works Agency, Tree Services Section, may be appealed by the applicant, or the owner of any "adjoining" or "confronting" property, to the Parks and Recreation Advisory Commission within five (5) working days after the date of this decision and by 3:30 p.m., otherwise the permit is effective. The term "adjoining" means immediately next to, and the term "confronting" means in front of or in back of. An appeal shall be on a form prescribed by and filed with Tree Services, at 7101 Edgewater Drive, Building #4. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the City or wherein such decision is not supported by the evidence in the record. There is a \$200.00 fee to file an appeal. Failure to timely appeal this decision and raise any and all issues in your appeal may preclude you from challenging this determination in court. If the appeal is not finally disposed of by the Park and Recreation Advisory Commission within thirty (30) working days of the date of the decision by the Tree Services Section, the decision shall be deemed affirmed, and the permit appeal denied.*