

From: [Walker Wilkins](#)
To: [*CI-StPaul_LegislativeHearings](#)
Cc: andreamariever@gmail.com
Subject: 1473 Fairmount Ave; Update; Request for Extension
Date: Monday, June 29, 2026 4:54:31 PM

Legislative Hearings,

We have been busy working to complete the order but we must request an extension to reach compliance.

Here is the inconvenient news first, between the unusually hot May and our silver maple dropping an unprecedented amount of spinners this year, serious work was slow to begin. While keeping things free of organic matter is an ideal that can be ignored for haste in most cases, a maple seedling taking root and growing out of the wall is a bit more serious. Proper cleaning before things were swinging again involved multiple passes of leaf blowers, vacuuming, and torching.

The better news is that progress here and elsewhere has been made and once this heat warning / advisory passes things are staged to continue progress on pace.

For ease of reading, I'll switch to a list:

- Survey: We had a survey performed to remove the guesswork that was delaying most work along the borders of the yard. We're committed to absolutely conforming to the surveyors work to avoid encroaching on adjacent properties and planning future improvements, such as privacy fencing and drainage/grading/planting projects.
- Boulevard: Since removing the stone from the boulevard, all work has moved to my property. We have since had the boulevard hydro-seeded and have kept up with the watering schedule. The invoice for the work and a current photo are attached.
- Retaining Wall: The back of the wall has been built up to the face using ~2-3 yards of 3/4 clear angular rock. Walls are normally built from the front and since I'm committed to staying off the boulevard, that was a bit of a puzzle. Now that the fill is nearer to the current top and the yard, I'm beginning to stage stone at the rear of the fill for placement into the wall. I've also made measurements of the wall heads and identified the blocks I prepared last year to bring the heads within leveling distance when the capping (final) course is laid. Moving and fitting the wall head blocks is within spitting distance but they are the heaviest blocks (one placed by hand last year weighted about #350) so the back-fill and the wall section must be ready to receive them.

- Eastern Border Drain Tile: To prepare for an underway stone-faced "hill" that will use a significant portion of the bluestone veneers, I've excavated and placed a 12"x12" channel with a 4" perforated drain pipe along our properties border using the design from Easy Digging (photo attached). The pipe will exit to daylight at the eastern edge of the wall but for now it is socked and buried at the end since that can be done once I'm no longer under this order.

- Eastern Stone-faced "hill": This will consume a significant amount of the bluestone veneers and the street-facing portion can be completed very quickly. At the property border, there is a course of bluestone edging in the hope that it will be easier to manage the lawn on the other side. The hill's face will meet the back of the retaining wall excavation and take a turn into the property.

- Aesthetically Improved Material Placement: Particularly for gravel waiting on drainage placement, but wherever possible going forward, I'm using the bluestone veneers to hold materials instead of bulk bags. Visually, the appearance would roughly be that of a hasty stone-faced raised garden bed.

The following are unrelated to the order but show our good faith commitment to following through and beyond:

- Ailing Conifer Removal / Tree Care: After we were informed by the Jentz's that a tree trimming service told them a conifer from our back yard was suffering from rot, we had the tree removed as quickly as possible. To their credit, they offered to put what they expected to pay for trimming towards the removal but we handled it ourselves and instead requested they remove an encroachment they had placed between our garages so we can excavate there to review our garage's foundation and improve the drainage when we are able to do so. Recently, Ms. Fortune suggested our silver maple was going to "fall on her house" but we asked both tree services that reviewed the conifer to take a look and their suggestion was to give it water by running a hose for 20 minutes. We will do that in the short-term but the long-term plan is to correct the grade behind the wall and in front of the tree so the water saturates to the trees roots.

- Working Hours: While Saint Paul allows the use of power tools between 7AM and 10PM, most work is being completed between 1PM and 9PM without power tools. The infrequent use of angle grinders and hammer drills is generally between 2PM and 8PM.

- Friendly Attitude: The project has both passersby, driversby, and regulars who come with questions, compliments, or neighborly chat. I try my best to answer any question, accept any comment, and see these as opportunities for the breaks I'm not taking. There are 4 or 5 neighbors who stop by regularly and chat to their hearts content. 90% of anyone who comes by have good things to say about the work and the beauty of the stone. Rarely, it is one neighbor

after the next and nearly nothing gets done. Perhaps to my ultimate detriment, I don't have it in me to tell these neighbors to grab a shovel or keep walking. If Saint Paul is interested in promoting socializing in the community with neighbors, I'm doing it for less than free here.

- Initial Planning for Backyard Improvements: Well before winter, we plan to remove the shed and trench around the garage so the concrete professionals recommended by a neighbor from the industry can offer some opinions on how to proceed. The garage is framed in a somewhat unique way, somewhat reminiscent of a barn, and we're fond of it. We are also planning to look into privacy fencing. We have hesitated because of our neighbor's raised bed but the lack of privacy has led to disuse followed by neglect and we would like to be able to enjoy our backyard without feeling surveilled.

- Other Backyard Improvements - Ground Cover: We've brought in and placed 5 yards of mulch to provide ground cover. As things progress, we will continue to remediate the work's damage to the ground cover using permeable, natural materials.

Sorry for writing such a long update, I wish I had written it sooner, though I can't say if it would be shorter. Writing this letter has taken no time at all in the context of what has gone into this work. I am also unsure of what you consider persuasive, so I've attempted to guess. If soliciting friendly passersby, acquaintances, and friends met during this project to write to you, I will happily do so up to the review hearing date. I understand I'm more likely to hear from supporters, you're more likely to hear from detractors, and that this is not a democratic process but imagining how one person might show more good faith commitment is difficult to imagine so I hope that while the results may be lacking the amount of effort is apparent.

Sincerely,
Walker Wilkins

attachments:



after-hydroseeding.jpg 13.9 MB



1473-Fairmount-current-boulevard.jpg 11.7 MB



SkySURV-5141_1473_FairmountAve-V1 signed.png 110 KB



Hydroseed Job UPDATED Invoice.pdf 81.5 KB



conifer-removal-estimate.pdf 1020 KB



french_drain_picture-488x600.jpg 53 KB



BRATT TREE
5612 CORVALLIS AVE N
MINNEAPOLIS, MN 55429 USA
(612) 721-4153

SALES ARBORIST Ian Freeburg

ESTIMATE

217261391

ESTIMATE DATE

4/13/2026

BILL TO

Walker Wilkins
1473 Fairmount Avenue
Saint Paul, MN 55105 USA

JOB ADDRESS

Walker Wilkins
1473 Fairmount Avenue
Saint Paul, MN 55105 USA

SERVICE	QTY	PRICE	TOTAL
Tree Removal Premium Service # of Tree(s): 1 Tree Species: balsam fir Location of Tree(s): backyard right of 1473 fairmount DBH: 16 Height:50 Crown spread: 10 • Climbers only • • Bratt Tree team arrives and sets up their proprietary system to ensure a safe and efficient removal of your tree. • Our team does NOT use Chippers to grind up debris because we believe they are disruptive to neighbors and provide too much noise pollution. They are also not environmentally friendly due to fuel waste. • Remove tree to as close to ground level as possible. • Our team will load all debris and haul away • The team will use leaf blowers, rakes, brooms and shovels as need to clean up the area	1	\$2,175.00	\$2,175.00

Sub-Total \$2,175.00
Taxes \$214.78
Total Due \$2,389.78

🌳 Thank you for choosing Bratt Tree 🌳
- The Twin Cities' Favorite Certified Arborists -

CUSTOMER AUTHORIZATION

I approve the estimate provided and agree to the company's Terms & Conditions: Terms and Conditions

Signature

A stylized, cursive handwritten signature in black ink. The signature is composed of several large, fluid loops and strokes, characteristic of a personal or professional signature.

Signature Date 4/15/2026



Thank you for choosing Bratt Tree Company. These **Terms & Conditions**, together with the terms, pricing, and specifications outlined in your estimate, proposal, service agreement, and any applicable Plant Health Care agreement (collectively, the "Agreement"), represent the full understanding between you ("Client") and Bratt Tree Company and its related DBAs ("Bratt Tree Company"). By approving work, allowing work to proceed, or signing an invoice or authorization, you acknowledge and agree to the terms below.

Insurance: Bratt Tree Company carries liability insurance for personal injury and property damage related to the work performed, and all employees are covered by Workers' Compensation insurance. Proof of insurance is available upon request.

Payment Terms: Payment is due upon receipt of Bratt Tree Company's invoice unless otherwise stated in writing. Any balance remaining unpaid more than 30 days after the invoice date (or any longer period stated in the Agreement) may accrue interest at 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is lower.

A deposit of up to 50% may be required prior to the start of certain services. Past-due balances may result in delayed or suspended future service and may void any applicable guarantees or warranties. If collection efforts are required, the Client is responsible for all reasonable costs of collection, including attorneys' fees and court costs where permitted by law.

Applicable sales tax will be added in accordance with state and local requirements. Even if sales tax is not shown on an initial proposal, the Client agrees to pay any required tax once properly assessed.

Ownership & Property Access: The Client represents that they own the property on which the work will be performed or have obtained all required permissions from the property owner. The Client is responsible for providing accurate property boundaries, access points, and notice of any easements, restrictions, or underground features.

Workmanship & Performance: All work will be performed in a professional manner using techniques and equipment that meet or exceed industry standards. While Bratt Tree Company makes reasonable efforts to meet scheduled service dates, delays caused by weather, site conditions, or other circumstances beyond our control do not relieve the Client of payment obligations.

The Client acknowledges that tree care work may result in visible impacts to lawns, driveways, landscaping, or surrounding areas, including but not limited to ruts, divots, sawdust, soil disturbance, or surface wear. While Bratt Tree Company will take reasonable steps to minimize and repair such impacts, these effects are considered inherent to the services provided.

Equipment Use & Property Conditions: Certain services require the use of trucks and heavy equipment on the Client's property. The Client confirms that designated access areas can reasonably support such equipment and agrees that Bratt Tree Company is not responsible for damage resulting from equipment use in approved or necessary access areas.

Concealed Conditions: If hidden or unforeseen conditions are encountered during the work—such as concrete, rock, foreign objects, underground utilities, irrigation lines, or insect nests—additional work may be required. The Client agrees to pay for such additional work on a time-and-materials basis if applicable.

Stump Work: Stump removal or grinding is not included unless specifically stated in the Agreement. Bratt Tree Company cannot grind stumps located in rock beds. Stumps will be cut as close to ground level as safely possible. Removal of grinding debris, backfilling, or restoration is not included unless expressly stated.

The Client understands that some plants may resprout after stump or root removal and that additional treatments may be required at additional cost.

Underground Utilities & Irrigation: Bratt Tree Company is not responsible for damage to unmarked or concealed utilities, irrigation lines, invisible fencing, or similar features. The Client is responsible for identifying and marking private utilities.

Public utilities will be marked by the appropriate agencies when required.

Plant Health Care & Fertilization: Plant health care services are intended to reduce pest or disease pressure to an acceptable level, not to eliminate issues entirely. Results may vary based on environmental conditions, including drought, irrigation, weather, and site-specific factors.

Bratt Tree Company will schedule treatments during appropriate treatment windows. If services must be delayed due to weather or unforeseen conditions, treatments will be rescheduled for the next suitable period and the Client will be notified.

Surcharges: Due to the nature of tree care operations, Bratt Tree Company may apply reasonable surcharges to cover handling, disposal, and operational costs. Any applicable surcharge will be listed on the proposal or invoice and will not exceed \$49 per job.

Pets & Animals: Tree work may generate debris such as sawdust or wood fragments. While cleanup is performed, it may not be possible to remove all debris. The Client is responsible for keeping pets and animals away from work areas until conditions are safe.

Cables, Braces & Tree Support Systems: Tree support systems are intended to reduce, not eliminate, the risk of failure. Ongoing inspection and maintenance by a qualified arborist is required. Bratt Tree Company does not guarantee future performance of trees or tree support systems.

Tree Risk & Hazards: Trees are living organisms and can fail unpredictably, even without visible defects. Bratt Tree Company is not responsible for future tree or limb failure outside the scope of the work performed. The Client is encouraged to arrange regular inspections by a qualified arborist.

Recreational Features: Bratt Tree Company recommends removal or discontinuation of use of any recreational features attached to trees, such as swings or treehouses. Bratt Tree Company is not responsible for injuries or damages related to the use of such features.

Force Majeure: Bratt Tree Company is not liable for delays or failure to perform caused by events beyond its reasonable control, including but not limited to weather events, natural disasters, labor issues, transportation disruptions, or governmental actions.

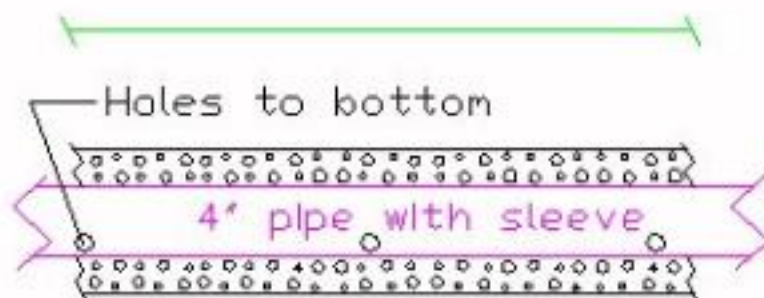
Limitation of Liability: To the fullest extent permitted by law, Bratt Tree Company's total liability for any claims arising from the services provided shall not exceed the amount paid by the Client for the work giving rise to the claim. Bratt Tree Company shall not be liable for indirect, incidental, or consequential damages.

No Warranties: Except as expressly stated in writing, Bratt Tree Company makes no warranties or guarantees, express or implied, regarding the services provided.

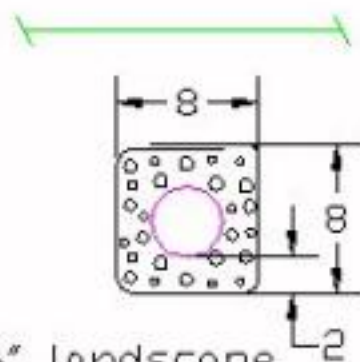
Cancellation: If the Client cancels or reduces the scope of work after services have begun, the Client is responsible for payment for work completed and any reasonable costs incurred in preparation for the remaining work.

Acceptance of Work: Acceptance of completed work—by signature, payment, or allowing work to proceed without objection—constitutes acknowledgment that the work has been performed as agreed and to the Client's satisfaction.

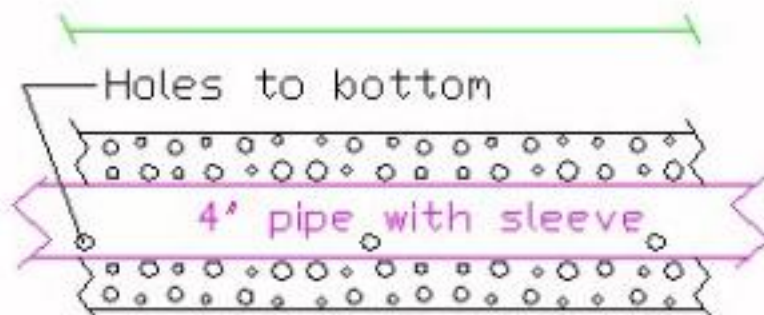
Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior written or oral agreements related to the services provided by Bratt Tree Company.



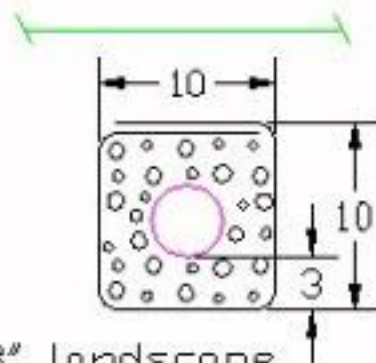
8" French drain



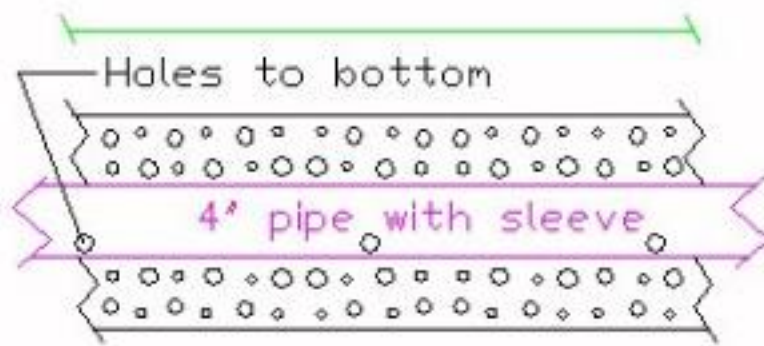
36" landscape fabric



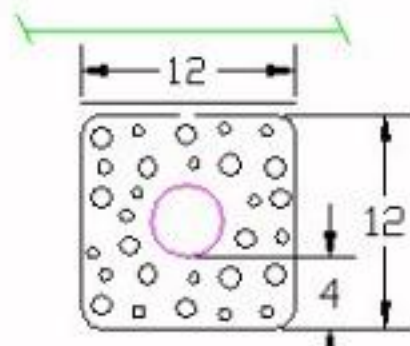
10" French drain



48" landscape fabric



12" French drain



48" landscape fabric + 12" strip on top



INVOICE

816

Date: Jun 15, 2026

Jake's Landscaping & Cleanup LLC

Balance Due: \$700.00

Bill To:
Walker
1473 Fairmount Avenue
Saint Paul, MN

Item	Quantity	Rate	Amount
Cleanup + Top Soil Install	1	\$500.00	\$500.00
500SQFT of Hydroseed Application	1	\$900.00	\$900.00
- Premium Low Grow Fescue Blend			

Total: \$1,400.00

Amount Paid: \$700.00

Notes:
Job took 1 day to complete.

Terms:
Down Payment of \$700 REQUIRED TO SCHEDULE & START (PAID VIA VENMO)
Final Payment of \$700 DUE IMMEDIATELY UPON FINAL COMPLETION

PAYMENT OPTION: Venmo, Cash App, Check or Credit/Debit Card (3.5% CC Fee)

VENMO ID: JDubs0711
CASH APP ID: \$JakesLandscapingMN

TAX IS INCLUSIVE

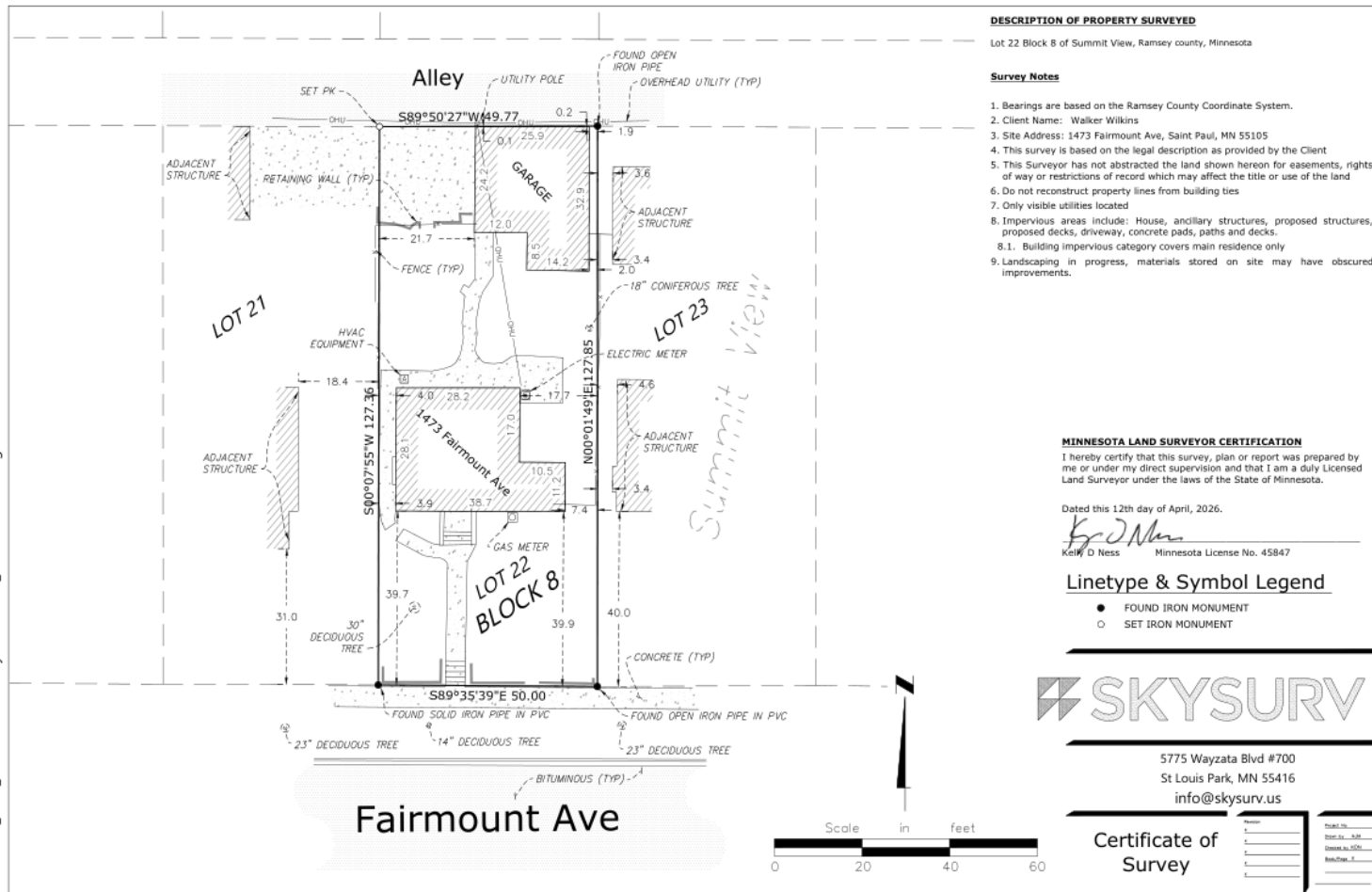


After Hydroseeding



Current boulevard

20260408_1473_FairmountAve SkySURV-1473_FairmountAve.dwg



SkySURV-5141_1473_FairmountAve-V1 signed