City Assessment: Request for Waiver

Cynthia J. Meyer
1386 Chelmsford Street
Saint Paul, MN 55108
October 18, 2016

I respectfully ask that you consider the following as I ask for a waiver of recent property clean-up assessment fee:

1. **I never received a letter from the city asking that I cut down a tree or greenery on my property.**
    a. I did not receive any verification of a letter being sent nor did I receive verification that a letter had been delivered to my house
    b. When I spoke to Nate Edwards, he noted that the system of alerting homeowners about property violations was "developed for properties in Frog Town in which the properties have been abandoned" and likely is not always effective in alerting homeowners who live on their properties when problems are noted.

2. **After the letter was purportedly sent to me, no alternative means of communicating with me were attempted.**
    a. I heard from several city employees (including Nate Edwards and Lisa Martin) that numerous visits to my property had occurred over the course of the summer to inspect the tree growth and take photographs of the site. At no time was an attempt to contact me made, either by dropping off a second copy of the letter, knocking on my door or contacting me by phone.
    b. I actually saw workers in the street inspecting my trees on July 8. However since there had been a storm in the City resulting in my neighborhood being without power for 3 days, I assumed the workers were from Xcel Energy, inspecting the wires. Had I known that these were City workers, I would have reached out to them to try to let them know in advance that I was unaware of their concerns or intent to work on my property that day or the following week.

3. **The fact that I was not notified of the City of Saint Paul's concern prevented me from taking independent action, which I would have done had I known about the complaint and violation.**
    a. As you can see from the estimate and statement I have included, I had tree work done this summer, independently of receiving any letter from the city. I received two estimates and ultimately had Rainbow Tree Company do the work in late May, including the removal and trimming of several trees. I had considered removing the tree that was ultimately removed by the City and had an estimate for that work to be done, but decided against it after consulting with Rainbow Tree Service. Had I known that the City was requiring that I remove the tree the cost would have been $410, which I would have been willing to pay. Had I received the letter that the City claims to have sent, why would I not have had the requested work done when the tree removal company was on my property?

4. The amount that I have been assessed by the City includes time that the crew members were working on my property, but also well over an hour in which the crew members were in a "heated discussion" with my neighbors, after they had irresponsibly cut down foliage that belonged both to myself and my neighbors. **I do not believe I should be liable for time city workers spent trying to ameliorate the situation with my neighbors.**
    a. Additionally, these workers had absolutely no idea what work they were supposed to do. They did not know which property was mine or my neighbors, did not know what plant growth was problematic or within code and they seemed to have the attitude that anything that could become problematic in the next 10 years was subject to trimming, rather than focusing on problems that were there. Because the worker had a letter in his hand, did not give him the right to do whatever he wanted to do with any plant growth on my property.

# INVOICE

19-May-2016

| | |
|---|---|
| Customer No. | MEYEC14 |
| Invoice No. | I270490 |
| Amount Due | 893.29 |
| Invoice Due Date | 6/10/2016 |
| Enter Amount Enclosed | |

Cynthia Meyer
1386 Chelmsford St
St Paul, MN 55108

**Property Address:**

1386 Chelmsford St
St Paul, MN 55108

**Email:**_____

| Customer No. | Name | Invoice Date | Invoice Due Date | Invoice No. |
|---|---|---|---|---|
| MEYEC14 | Meyer | 5/19/2016 | 6/10/2016 | I270490 |

| Date | Description of Services | Charges |
|---|---|---|
| 5/18/2016 | Tree Removal To Near Ground Level (Stump To Be Ground Out And Invoiced Separately If Ordered). Leaning tree west side that hits dormer. Done For Tree # 2-Boxelder (tagged) | 410.00 |
| 5/18/2016 | Pruning as described: Trim hackberry to clear house by 6', (remove small 1" ash at base) Done For Tree # 1- Hackberry | 60.00 |
| 5/18/2016 | Pruning as described: Clear Buildings By 10 Feet. Done For Tree # 3- Hackberry | 120.00 |
| 5/18/2016 | Pruning as described: Clear Buildings By 10' Feet. Requires removal of 4" south limb, clear wires by 2' (but keep as much screening as possible for deck. ) Done For Tree # 4-Silver Maple | 240.00 |
| | **SubTotal** | 830.00 |
| | **Tax** | 63.29 |
| | **Total** | 893.29 |

Thank you for choosing our company to care for your trees. We realize that the actual work is only part of the job. We are available to answer your questions or come and re-evaluate your situation. If you are not satisfied for any reason, please let us know so we can take care of you. We are very committed to your satisfaction. We could not be in business without you. Thanks again.

# PROPOSAL

21-Jul-2016

Rainbow Tree Company
11571 K-Tel Drive
Minnetonka, MN 55343
**952-922-3810 or 651-251-3810**
Consulting Arborist: Leben McCormick
Cell phone: 612-685-4523

**Proposal Submitted To:**
Cynthia Meyer
1386 Chelmsford St
St Paul MN 55108
Home (651) 605-1955
Email: cjmeyer@umn.edu

McCormick

**Property Address:** Lot Size (acres) _____
1386 Chelmsford St
St Paul MN 55108

| Qty | Tree# | Species | Description | Investment |
|---|---|---|---|---|
| | 1 | Hackberry | Pruning as described: Trim hackberry to clear house by 6', (remove small 1" ash at base) | 60.00 |
| | 2 | Boxelder (tagged) | Tree Removal To Near Ground Level (Stump To Be Ground Out And Invoiced Separately If Ordered). Leaning tree west side that hits dormer. | 410.00 |
| | 3 | Hackberry | Pruning as described: Clear Buildings By 10 Feet. | 120.00 |
| | 4 | Silver Maple | Pruning as described: Clear Buildings By 10' Feet. Requires removal of 4" south limb, clear wires by 2' (but keep as much screening as possible for deck. ) | 240.00 |
| | ~~5~~ | ~~Boxelder~~ | ~~Tree Removal To Near Ground Level (Stump To Be Ground Out And Invoiced Separately If Ordered).~~ | 410.00 |
| | 1 | Hackberry | Log or brush pick up with use of "clam" truck | 0.00 |
| | 1 | Hackberry | Log or brush pick up with use of "clam" truck | 0.00 |

**Subtotal $** 1,240.00

Taxable Amount: 1,240.00 **Sales Tax*:** 7.625% 94.55

**Total $ 1,334.55**

Email Address: cjmeyer@umn.edu

To proceed, please approve this contract and mail, fax to 952-252-4720, or call to accept by phone.

Date: _____ Your Approval Here: _____

* Sales tax computed as of date printed - rates are subject to change

Acceptance of this proposal is contingent upon the terms and conditions detailed on the last page.

## Terms and Conditions

The following terms and conditions are a part of the confirmation of work to be performed by Rainbow Tree Co., and with the information on the front constitutes the entire agreement.

**HAZARDS AND RISKS:** Proposals made by Rainbow Tree Co. are intended to reduce or minimize hazardous conditions inherently associated with trees. However, Rainbow Tree Co. can not guarantee that the proposed efforts will prevent tree failure or breakage during a storm or other natural events. At times hazardous conditions can be undetectable, therefore Rainbow Tree Co. also holds no guarantee that all hazardous conditions will be detected.

**PAYMENT TERMS:** 1.) sign up for automatic bill payment or 2.) an invoice will be mailed once the job is complete. Payments can be made by check, Visa, MasterCard, Discover or American Express. Rainbow will impose a 1.5% interest per month on all outstanding balances over 30 days old.

**INSURANCE**: Rainbow Tree Co. is insured against liability resulting from personal injury or property damage related to work performed on your property and all Rainbow Tree Co. employees are covered by Workers Compensation. Proof of insurance is available upon request.

**OWNERSHIP:** The customer warrants that all trees, plant material, and property upon which the work is to be performed are either owned by the customer or permission has been granted by the owner. Rainbow Tree Co. is not responsible for any claims resulting from the customer's failure to obtain such permission. The customer assumes all responsibility for providing accurate property markers and will provide Rainbow Tree Co. with copies of any easements or restrictions.

**WORKMANSHIP AND PERFORMANCE:** Rainbow Tree Co. is responsible for the removal of all wood and debris related to the proposed work, unless otherwise specified in this proposal. All work will be performed in a professional manner. Techniques and tools will meet or exceed industry standards. Rainbow Tree Co. shall attempt to meet all promised performance dates, but shall not be liable for damages due to delays for inclement weather or other causes beyond its control. Delays in work will not relieve the customer from the responsibility of this contract.

**STUMPS:** Unless noted otherwise all stumps will be cut as close to the ground level as safely possible without damaging company equipment or endangering employees. Removal of stumps is not included in a tree removal contract unless specifically stated.

**CONCEALED CONTINGENCIES:** The customer agrees to pay Rainbow Tree Co. on a time and materials basis for any additional work required to complete the job if concrete, brick, pipe, or other foreign materials (including stinging insect nests) are encountered in the tree(s). The customer agrees to pay Rainbow Tree Co. for any additional work due to pipe or electrical lines encountered during trenching or excavations and not described on the face of this agreement and for any other condition not apparent at the time the estimate was completed.

**UNDERGROUND UTILITIES AND IRRIGATION LINES:** Rainbow Tree Co. is not responsible for the damage of concealed irrigation lines, utility lines or invisible fencing. The customer signifies no knowledge of concealed utilities not listed on the front of this page. The customer is responsible for the marking of irrigation lines and invisible fencing. Public utilities will be marked by local agencies under Rainbow Tree Company's instruction.

**SPRAY APPLICATIONS:** Rainbow Tree Co. is responsible for the proper treatment of sprayed landscape plants. Since treatments are time sensitive it is the customer's responsibility to provide access to the plants. Failure to provide access may result in Rainbow Tree Co. withdrawing from the responsibility of proper treatment. Rainbow Tree Co. is responsible to use spray formulations commonly used by the industry for the treatment of the problems of landscape plants but can not be responsible for unforeseen or abnormal reactions to a spray.

Revised May 2015.

Cynthia Meyer <cjmeyer@umn.edu>

# 1386 Chelmsford Street

1 message

**Cynthia Meyer** <cjmeyer@umn.edu> Thu, Jul 21, 2016 at 8:43 PM
To: lisa.martin@ci.stpaul.mn.us

Ms. Martin-
Thank you very much for returning my phone call last week. I had left a message during the 6:30-8:30 time slot you suggested and when I didn't hear back, I assumed you had not gotten the message. I knew that you would not be in the office at 5:30, but I was available at that time, remembered that I had wanted to follow up, so left a message hoping you would receive it. Again, I appreciate your response.

I am reaching out to you for your help resolving the situation that occurred on my property a week and a half ago. I have lived in my home for over 30 years, work in the neighborhood as a professor at the University of Minnesota and pride myself in being a law-abiding and responsible member of my community. I was mortified when the tree worker showed me a copy of a letter with my name on it, letting me know that a complaint had been made about the trees on my property. I would never allow a letter like that to go unanswered.

I have four concerns about what happened. My first concern is that I had never received a letter from the city and had I received it, I would have responded and taken action immediately. This spring, I saw the need to have some tree work done and received an estimate from Rainbow Trees (and two other companies) and had Rainbow do tree work in mid-May. As you can see from the attached estimate and statement, the tree that was leaning over into the street was included. After discussing the issue with the arborist, I made the decision to wait to have that tree removed. He agreed that it posed no immediate threat and taking it down could wait. Obviously, had I received the letter from the city, I would have had the tree removed while they were doing the work on my property.

My second concern is that I have heard from several city employees that visits had been made to my property prior to the tree removal. I am confused as to why no attempts were made to contact me–either by phone, a second letter, in person while on the property, or even attaching a letter to my door. This would have been helpful in allowing me to take independent action with regards to the trees. Without having received the letter or other attempts made to reach me, I was unable to do any additional work prior to the arrival of the city crew.

My third concern is the fact that Nate mentioned that I would not only be charged for the tree removal (the crew was working for exactly 45 minutes taking down the tree), but that I would be charged for all of the time that the crew was present. As I am guessing you could ascertain, the crew was there for almost an hour before they even started work, talking to neighbors and myself, contacting other city workers, etc. I am sure you agree that I should not be liable for time that the crew was interacting with my neighbors or financially punished for my neighbors' anger.

My fourth concern is the quality of the work done. As you know from talking to both myself and Mr. Foster (my neighbor), the head of the crew had no idea what he was supposed to remove, what constituted my property or my neighbors, and allowed his workers to break off branches and cut trees in any manner they liked. The result, as you saw, was not helpful. What they did on my property was as improper as what was done on my neighbors. The fact that he held a letter in his hand from the city did not give him the right to cut anything that he chose and in a manner that is going to result in the death of many of the plantings between my house and the Foster's home.

As I mentioned, I am attaching the estimate and invoice from the tree work I recently had done. I am asking that you intervene on my behalf and waive any cost connected to the tree removal that was done. As I mentioned, I work as a professor making it impossible to leave work when I am scheduled to teach and making taking additional action regarding this matter very difficult. I found you to be extremely understanding, responsive and empathetic and am asking for your help with this matter. Thank you very much for your help and consideration.

Sincerely,
Cynthia J. Meyer
1386 Chelmsford Street
Saint Paul, MN 55108

**2 attachments**

**rainbow 1.pdf**
169K

**rainbow 2.pdf**
51K