



# APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

RECEIVED  
MAR 07 2022  
CITY CLERK

## We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number 536227)
  - Copy of the City-issued orders/letter being appealed
  - Attachments you may wish to include
  - This appeal form completed
  - Walk-In OR  Mail-In
- for abatement orders only:  Email OR  Fax

<b>HEARING DATE &amp; TIME</b> (provided by Legislative Hearing Office) Tuesday, <u>March 22, 2022</u>  Time <u>2pm - 4pm</u> Location of Hearing: Room 330 City Hall/Courthouse
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## Address Being Appealed:

Number & Street: 584 Stryker Ave City: Saint Paul State: MN Zip: 55107

Appellant/Applicant: Viet TRAN Email Viet auto repair @ gmail .com

Phone Numbers: Business 651 330 9059 Residence \_\_\_\_\_ Cell 651 214 0559  
*Use this →*

Signature: Viet Tran Date: 03-07-2022

Name of Owner (if other than Appellant): Viet TRAN

Mailing Address if Not Appellant's: \_\_\_\_\_

Phone Numbers: Business 651 330 9059 Residence \_\_\_\_\_ Cell 651 214 0559

## What Is Being Appealed and Why? Attachments Are Acceptable

- Vacate Order/Condemnation/Revocation of Fire C of O
- Summary/Vehicle Abatement
- Fire C of O Deficiency List/Correction
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other (Fence Variance, Code Compliance, etc.)

Comments: Needing more time to save up the money needed for the repairs.

# Legislative Hearing Fact Sheet

Legislative Hearings provide a forum to review appeals of City-issued orders and develop recommendations for City Council consideration. Appellants not satisfied with the recommendation of the Hearing Officer also have an opportunity to be heard before the City Council if they wish to appeal further. Any person unsatisfied by the quasi-judicial decision of the City Council may obtain judicial review by timely filing of an action.

## Appeal Applications

Appeal application forms are available online at <http://www.stpaul.gov/index.aspx?NID=161> or they can be mailed to you calling 651-266-8585. Appeal applications may be submitted in person at or by mail at Legislative Hearings, 310 City Hall, 15 Kellogg Boulevard W., St. Paul, MN 55102. Appeal applications should be filed within ten days of the date of written notification of the item(s) being appealed.

## Scheduling Your Appeal Hearing

The date and time of the hearing for those applications submitted in person will usually be set at that time. Mailed applications will be copied and returned to the appellant with the date and time clearly indicated on the form. Generally, appeal hearings are scheduled one to four weeks after the application is submitted. Once an appeal has been scheduled, it may not be rescheduled more than once. Additional rescheduling will only be done by referral from the City Council.

*If you are appealing a special assessment or wish to be heard on a proposed order to abate a nuisance building, the appeal dates and times are automatically listed in the orders themselves.*

## Hearings Are Held on Tuesdays & The Schedule Typically Is:

- 9:00 Tax Assessments & Orders to Remove or Repair, Repurchase of Application
- 11:00 Summary & Vehicle Abatement Orders, Correction Notice/Orders by Code Enforcement
- 11:30 Condemnations, Revocations & Vacate Order
- 1:30 Fire Certificate of Occupancy Letters & Fire Inspection Correction Order, Inspection Appointment Letters
- 2:30 Vacant Building Registration Notices
- 3:00 Other Cases (Usually Code Compliance Inspection Report, Fence Variance) and Overflow Hearings

## What to Expect at the Hearing

A number of appeals are heard in each hearing session. For each appeal, City Staff will give a report and appellants will be given time to present information, testimony, photos or other documents. The Hearing Officer will take all of this into account to develop a recommendation for Council consideration. Occasionally, a decision cannot be made at the hearing and the matter will be laid over or continued to allow the appellant and/or staff time to gather more information. The hearings are quite informal but it is still expected that cell phones and pagers will be turned off, and City staff and appellants will address one another respectfully.

**Interpreter:** If you need an interpreter for your hearing, please call 651-266-8585 for us to arrange one.



CITY OF SAINT PAUL



'66-8989  
'66-9124  
Lgov/dsi

*Mitch*

February 25, 2022

~~VIET AUTO REPAIR~~  
584 STRYKER AVE  
ST PAUL MN 55107

Phone 651-789-1111

www.only1autoglass.com

RE: RE-INSPECTION FIRE CERTIFICATE OF OCCUPANCY WITH DEFICIENCIES  
584 STRYKER AVE

Ref. # 12731

Dear Property Representative:

Your building was re-inspected for the Fire Certificate of Occupancy on January 3, 2022. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected immediately. **A re-inspection will be made on or after March 25, 2022.**

Failure to comply may result in a criminal citation or the revocation of the Fire Certificate of Occupancy. The Saint Paul Legislative Code requires that no building be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

## DEFICIENCY LIST

1. **Back Spray Booth and Mixing Room** - MSFC 901.6 - Provide required 12 year hydrostatic testing for fire suppression tanks in back spray booth and in mixing room. Per 10-13-21 test reports from Summit Fire, the tanks may need to be replaced due to being considered obsolete by manufacturer.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at [mitchell.imbertson@ci.stpaul.mn.us](mailto:mitchell.imbertson@ci.stpaul.mn.us) or call me at 651-266-8986 between 7:30 a.m - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Mitchell Imbertson  
Fire Safety Inspector  
Ref. # 12731

Việt

651-214-0559

~~651-399-~~

ADT - 3-5 days - they will call.

~~Pye Parker -~~

~~Restoration Inc~~

Blow them

Call either fire protection companies or  
Dry chemical systems companies to come  
do inspections/estimations for the Dads Shop.

- Get numbers and call.

1-800-323-  
8493



## Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date of Proposal: December 3, 2021

Proposal Submitted To: Stryker Auto Body  
Address: 584 Stryker Ave  
St Paul, MN 55107

Attention: Owner or Manager Phone: (651) 447-0053  
Email: [stryker.autobody1@gmail.com](mailto:stryker.autobody1@gmail.com)

Regarding: Deficiencies noted during inspection.

Project Name: Stryker Auto Body  
Address: 584 Stryker Ave  
St Paul, MN 55107

During a recent inspection of the Kitchen Fire Suppression Systems at the above location, system deficiencies were noted and documented. The specific deficiencies and corrective recommendations are noted in the scope of work below.

### SCOPE OF WORK

- Summit to provide all labor and materials to:
  - Replace outdated dry chemical systems with new updated systems for proper protection of paint booths

Contract Price: Summit shall perform the above described work at the following price: **\$18,000.00**

### EXCLUSIONS

- Interconnection of the emergency power shut downs and H.V.A.C. CONTROLS.
- Interface with supplied 120 volt horn/strobe. A point of contact is provided.
- Install of gas valve or gas piping
- Any water piping or valves
- After-hours or weekend labor
- Replacement of System Regulator

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Payment of Contract Price: Owner shall pay Summit the final Contract Price as follows:

\$18,000.00, not to exceed 30 days past completion.

**Payment Terms: 50% Down Payment, remainder due upon completion.**

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option; if Summit does not receive a signed acceptance of this

Proposal by Owner by noon, 30 days from date on this proposal. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

SUMMIT COMPANIES:

By: *Marisa Fiecke*

\_\_\_\_\_  
Signature

Marisa Fiecke

\_\_\_\_\_  
Print Name

Summit Companies

Sales Representative

Direct: (651) 288-0771

Cell: (612) 346-6133

Email: [mfiecke@summitcous.com](mailto:mfiecke@summitcous.com)

**OWNER ACCEPTANCE OF PROPOSAL**

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER OR MANAGER:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
  - (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.



(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

9. Limitation of Liability and Remedies. The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. Owner's Failure to Pay. If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. Binding Arbitration Agreement. Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



**SUMMIT**  
FIRE PROTECTION

Hello,

During one of your recent inspections of your kitchen hood fire suppression system one of our techs noted some deficiencies. I have included my proposal to perform the service, one copy for you to send back and one for you to keep. If you have any questions or concerns, please feel free to contact me at any of the contact options listed below and I would be happy to assist you. We can look at getting something scheduled upon approval.

If agreed please sign the attached proposal and send it back to:

**Summit Companies  
C/O Marisa Fiecke  
575 Minnehaha Ave W  
St. Paul, MN 55103**

Or feel free to scan send back via email.

Thank you for the opportunity and for your business,

I look forward to hearing from you soon!

Marisa Fiecke

**Sales Representative**  
**[MFiecke@Summitfire.com](mailto:MFiecke@Summitfire.com)**  
**612-346-6133 – Cell Phone**  
**651-288-0771 – Direct Line**