



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

NOV 14 2019

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 _____)
 - 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

HEARING DATE & TIME

(provided by Legislative Hearing Office)

Tuesday, Nov. 19, 2019

Time 2:30 PM

Location of Hearing:

Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 2340 Charles Ave. City: St. Paul State: MN Zip: 55114

Appellant/Applicant: Coury Properties LLC Email jeff.coury@courycartage.com
Jeffrey Coury

Phone Numbers: Business 651-455-1509 Residence _____ Cell 651-238-5640

Signature: [Signature] Date: 11/14/19

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: 2275 Wycliff St. St. Paul, MN 55114

Phone Numbers: Business _____ Residence _____ Cell _____

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:

Building is in process of demolition and renovations to accommodate office space for Coury Cartage, our family trucking business. Attachments supporting this included.



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806

Telephone: 651- 266- 8989
Facsimile: 651- 266- 1919
www.stpaul.gov/dsi

November 05, 2019

Coury Properties Llc/C/O Jeffrey Coury
2275 Wycliff St
St Paul MN 55114- 1217

Customer #:1619795

Bill #: 1471945

VACANT BUILDING REGISTRATION NOTICE

The premises at **2340 CHARLES AVE**

has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required by law to register this building with the Department of Safety and Inspections, Vacant Building Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of **\$2,127.00**. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code, Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

Payment must be received by December 05, 2019 .

You may pay this registration fee online by going to **online.stpaul.gov** and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can be found on this letter.

To pay this invoice by mail please send this registration form along with payment to:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806
Do Not Mail Cash

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at the above address.

You may file an appeal to this fee or registration requirements by contacting the City Clerk's Office by calling (651)266- 8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a **Certificate of Occupancy OR Certificate of Code Compliance** prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , Matt Dornfeld, at 651- 266- 1902 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, Matt Dornfeld, at 651- 266- 1902.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: md
vb_registration_notice 11/14

DATE: 11/14/2019

TO: City of St. Paul
310 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102

FROM: Coury Properties LLC
Jeffrey Coury
2275 Wycliff St.
St. Paul, MN 55114

RE: Attachments to the Application for Appeal

- 1) Lease of property to Coury Cartage Inc.
- 2) Central Roofing Company Invoice 22943 for replacement of roof
- 3) J & D Builders Invoice CC2356DI for demo and electrical work
- 4) Overhead Door Co. Invoice 109826 for repairing door
- 5) Quotations for proposed work:
 - a. Window replacement – Beissel Window and Siding
 - b. Sand blasting of interior – American Sandblasting Inc.
 - c. Updating, consolidating, replacing of gas meters – Snelling Companies

BUILDING LEASE AGREEMENT

This BUILDING LEASE AGREEMENT ("Lease Agreement" or "Lease"), entered into the 27 day of December, 2018,(Effective Date) by and between: Coury Properties LLC , 2275 Wycliff Street St Paul, MN 55114 (hereinafter "Landlord"), and Coury Cartage, Inc. (hereinafter "Tenant"). Landlord and Tenant shall be considered Party or together Parties.

WITNESSETH

1. Leased Premises.

Landlord, subject to the terms and conditions hereby leases to Tenant the lease premises ("Premises") as further described in this Lease Agreement. Leased square footage is approximately 4,760 sf ft.

Parcel ID 292923430060
Parcel Status Active
Property Address 2356 CHARLES AVE
 ST PAUL, MN 55114-1622

Parcel ID 292923430061
Parcel Status Active
Property Address 2340 CHARLES AVE
 ST PAUL, MN 55114-1622

1.1. Parking Lot: Tenant acknowledges that there is no parking lot

1.2. Improvements:

Landlord is currently making improvement to the property that will not interfere with Tenant's use.

2. Purpose/Permitted Use.

Tenant represents that the Premises shall be used by Tenant to support its trucking operation and related uses. Tenant further agrees that the Premises shall not be used for an unlawful purpose. Tenant shall not permit any uses in violation of this Lease, public law, ordinance or government regulation or that cause dangerous, noxious, or offensive, nuisance, or disturbance activities. In the event that Tenant ceases to operate or abandons the Premises for more than thirty days, Tenant shall be in breach of this Agreement.

3. Term and Termination of Lease.

The term of this Lease shall commence on the day of the Effective Date for an Initial Term of 1 year and 5 days (Dec 27-31, 2018), with the option of Tenant to renew for additional 5 one year terms, with additional terms commencing on Jan 1. Either Party has the right to terminate this Lease upon 60 days written notice.

4. Rent.

Payment shall be made at the office of Landlord as indicated in the Notice/Invoices/Payment Section of this Lease Agreement. Base Rent and Additional Rent shall be considered "Total Rent." Rent, except for Services bills shall be paid, without demand, by Tenant on the 1st day of each month (e.g., March Rent is due by March 1) to Coury Properties LLC at the address on page 1 or another address specified by Landlord. Tenant shall pay all Rent in full without right of "offset" for any reason.

4.1. Monthly Rent Payment

4.1.1. Monthly Base Rent shall be \$4,000, plus Tenant shall be responsible for all utility charges, taxes/assessments, government fees, and insurance. After each year of the Lease, Base rent shall be increased 3% each year.

4.2. Late Payment Provisions.

In the event that Rent is not received by Landlord on time will be assessed a \$10 late per day.

5. Utility Charges

Tenant shall pay Landlord for all utilities including, but not limited to: water, sewer, gas, electricity, fuel, heat, telephone/technology and refuse collection ("Services") to the Premises. Upon request, each Party shall provide the other Party with copies of any utility bills. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of such Services due to any causes beyond its reasonable control, nor for any temporary interruption or failure of such Services incidental to the action of repairing, altering, or improving the Premises by Landlord, nor for any interruption due to accidents, strikes, conditions, or events not under Landlord's control. Tenant's use of heating and air conditioning shall be maintained at temperatures that will not cause harm or damage to Premises at any time.

6. Termination of Lease.

6.1. Termination Rights of Landlord Due to a Material Breach/Default by Tenant

If Tenant fails to pay Rent as hereby required or is in material default of this Lease Agreement and fails to remedy such default within thirty (30) days after written notice from Landlord, Landlord may, at its sole discretion, terminate this Lease Agreement. Upon termination, Tenant shall immediately pay the rent that is currently due, be responsible to Landlord for all Rent for the remaining months of the term of the Lease Agreement, Late Fees (interest at 1% per month), collection fees, attorneys' fees and other expenses that are incurred by Landlord (over and above those covered by Tenant's security deposit) to reasonably restore the premises to its original condition (including the cost of removing Tenant's Personal Property from the Property), reasonable wear and tear accepted. In the event of default, Landlord shall be afforded all remedies allowed by law and Tenant shall surrender the Premises peacefully.

7. Security Deposit.

As security for the performance of all covenants of this Lease, Tenant shall post with Landlord a security deposit in the amount of four thousand (\$4,000.00). At termination of this Lease, the security deposit less any amounts necessary to remedy Tenant's failure to perform covenants under the Lease shall be returned to Tenant within thirty (30) days.

8. Damage or Destruction of Premises(s):

If the Premises is substantially damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within ten (10) days, or as soon as reasonably practical, after such damage or destruction. Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, stock in trade, fixtures, improvements, or other changes made by the Tenant or other property of the Tenant in, on or about the leased Premises unless the cause of the damage or destruction, is directly attributable to Landlord and to the extent covered and paid for by Landlord's insurance coverage. Tenant shall maintain insurance as set forth in paragraph 16 below. Landlord shall also maintain appropriate insurance.

9. Care and Maintenance of Leased Premises.

The Parties accept the following responsibilities for care and maintenance of the Premises:

9.1. Basic Structure

Landlord shall be responsible for the basic structure and repairs of the Premises including roof, foundation, exterior walls, exterior windows, and any load bearing interior walls of the buildings. Landlord shall maintain the basic structure in good repair and tenantable condition. Tenant shall be responsible for any damage caused to the basic structure caused by negligent acts of Tenant or its agents.

9.2. Snow Removal: Tenant's responsibility.

9.3. Other Seasonal Maintenance. Tenant's responsibility.

9.4. Routine Maintenance

Tenant shall be responsible for routine and regular custodial care and maintenance of areas of Premises. In the event that Tenant fails to comply with regular custodial and maintenance, then Landlord may, after ten (10) days' written notice to Tenant, contract for maintenance services and be reimbursed by Tenant on a monthly basis as Additional Rent. Maintenance shall consist of timely custodial care and repair of all interior items including, but not limited to: interior walls, doors, windows floors, floor coverings, light bulbs, electrical, plumbing, heating/air conditioning and hot water systems, overhead garages service doors and exterior building, unless covered by a warranty of Landlord. Tenant shall maintain all security and locks to the Premises and ensure that Landlord is informed of any changes and has proper keys/combination to all areas of the Premises. Upon termination or expiration of the Lease, Tenant shall return all keys to the Premises to the Landlord.

10. Hazardous Waste

The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or removal of which is restricted, prohibited or penalized by any Environmental Law, which term is defined by federal, state, local or quasi-government authority. Tenant agrees to abide by all laws and regulations and indemnify Landlord for any non-compliance, provided that any indemnification shall survive this Lease.

11. Alterations of Leased Premises.

11.1. In the event that Tenant shall cause any mechanic's lien or other lien for labor or material furnished to be attached to the Premises, Tenant shall defend, indemnify and hold Landlord harmless with regard to the same. Defense and

indemnification shall include payment of attorney's fees and costs incurred by Landlord in remedying a mechanic's liens.

12. Inspections and Repairs.

The Landlord, its employees, or agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, repairing, altering, or improving the Premises. Landlord shall give Tenant advanced notice of any entry for inspection and/or repair whenever necessary and shall coordinate such action with Tenant to minimize any disruption to its business activities. Upon reasonable notice, Landlord may bring prospective tenants to tour the building at reasonable times that do not interfere with Tenant's business. In the event of an emergency or potential emergency, Landlord shall have the right to enter the Premises without notice and will attempt to contact the Tenant immediately.

13. Signs/Other Structures.

No signs or antennas shall be placed on the exterior part of the Landlord's property without the express written consent of the Landlord which consent will not be unreasonably withheld.

14. Safety and Security.

Subject to Landlord's obligations, Tenant is solely responsible for the security and safety of its employees, customers, invitees, guests and visitors of any kind.

15. Insurance.

Landlord agrees to carry, in full force and effect and at its expense and for the full replacement cost, property and "all risk" fire and casualty insurance on the Premises. For any damage to the Premises which occurs as a result of Tenant's negligence or willful misconduct, Tenant agrees to reimburse Landlord for the deductible portion of such policy up to an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500). Landlord shall provide a certificate of such insurance to Tenant, and said certificate shall provide at least thirty (30) days advance written notice to Tenant prior to cancellation, non-renewal, or material modification. Tenant shall maintain, at its own expense, insurance for the value of its personal property contained in the Premises. Tenant shall also maintain, at its own expense, workers' compensation and employer's liability insurance with statutory limits covering all of Tenant's employees as well as commercial general liability insurance with Landlord named as an additional insured. Such coverage shall provide, at a minimum, (a) bodily injury coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for one injury or death of any one person in any one occurrence; (b) bodily injury coverage in the amount of Three Million Dollars (\$3,000,000) for injuries or deaths arising out of any one occurrence; and (c) property damage coverage in the amount of Five Hundred Thousand Dollars (\$500,000) for any one occurrence. Said policies of insurance required of Tenant shall expressly provide that they are not subject to cancellation or material reduction without ten (10) days written notice to Landlord. Prior to the commencement day of this Lease, Tenant shall furnish to Landlord evidence of the insurance coverage required by this Article in the form of a certificate of insurance. In the event that Tenant fails to maintain the required insurance, Landlord has the right to purchase insurance and charge Tenant for the insurance, plus interest at one (1%) per month.

16. Surrender of Leased Premises.

On the last day of the Term of this Lease, if the Parties have not entered into an extension of this Lease, or on the sooner termination thereof for any reason, Tenant shall peaceably surrender the Premises in good condition and repair, reasonable wear and tear accepted, to the Landlord. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for payment of Rent. On or before the last day of the term of the Lease or the sooner termination thereof, Tenant shall at its expense remove all of its equipment from the Premises and shall pay for any damage caused to Premises by said removal. Any property not removed within thirty (30) days after the last day of the term of the Lease shall be deemed abandoned and Landlord has the right to sell, salvage or scrap the property and Tenant shall be responsible for any reasonable expenses.

17. Continued Occupancy After Lease Expiration/Holding Over.

In the event of a holding over by Tenant after expiration or termination of this Lease without the consent in writing of Landlord, Tenant shall be deemed a Tenant at sufferance and shall pay Rent for such occupancy at the rate of one and one half times (150%) the last-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees, other fees in accordance with the Rent Section and expenses incurred by Landlord in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of Landlord shall constitute Tenant a month-to-month Tenant.

18. Subleasing/Assignment.

Tenant may not enter into subleases for any portion of the Premises without the express permission of the Landlord.

19. Hold Harmless and Indemnification.

Tenant expressly agrees that its use of the Premises shall be undertaken by Tenant at its sole risk and that Landlord shall not be liable for any claims, demands, injuries, damages, attorney’s fees, court costs and disbursements, actions or causes of action, whatsoever to any servant, agent, employee, invitee or property of Tenant arising out of or in connection with Tenant’s use and occupancy of the Premises, except to the extent caused by Landlord’s negligence. Tenant agrees to defend, protect, indemnify, and hold Landlord harmless from and against any and all liabilities, damages, costs, expenses (including all attorney fees and expenses of Tenant and Landlord), causes of action, suits, claims, demands or judgments of any nature arising from any violation by Tenant of any obligations, agreements, or conditions of this Lease.

Landlord agrees to defend, protect, indemnify and hold harmless Tenant from and against any and all liabilities, damages, costs, expenses (including all attorney fees and expenses of Landlord and Tenant), causes of action, suits, claims, demands or judgments of any nature arising from any negligent violations by Landlord of any obligations, agreements, or conditions of this Lease, to a limit of the type and amount of insurance coverage.

20. Eminent Domain.

In the event all or a substantial part of the Premises shall be taken or condemned by any competent authority for any public or any quasi-public use or purpose, this Lease shall terminate as of the date of the taking of possession by the condemning authority and rent shall be apportioned as of said date. Landlord shall be entitled to all proceeds payable as a result of the exercise of Eminent Domain. Tenant shall be entitled to all proceeds related to its personal property including relocation and moving expenses, provided these expenses are included and approved by any competent authority.

21. Quiet Enjoyment.

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms, and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably, and quietly occupy and enjoy use of the Premises in accord with the rights and limitations herein set forth.

22. Relationship between Landlord and Tenant.

This Lease does not create the relationship of principal and agent or partnership or of joint venture or of any association between Landlord and Tenant. The sole official relationship between Landlord and Tenant is only that of Landlord and Tenant. Neither party hereto is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner or thing whatsoever except in accordance with the terms and conditions of this Lease.

23. Notices/Invoices/Payments.

Any notice required to be given shall be in writing and mailed (with 3 days allowed for mailing) or hand-delivered to the parties at the following addresses or such other addresses as the parties may designate in writing to each other:

Notices/Payment to Tenant	Notices/Payment to Landlord
Jeffrey Coury Coury Cartage, Inc. 2275 Wycliff Street St Paul, MN 55114 651.455.1509 Jeff Coury (jeffcoury@courycartage.com) Emergency contact information	Jeffrey Coury Coury Properties LLC 2275 Wycliff Street St Paul, MN 55114 651.455.1509 Jeff Coury (jeffcoury@courycartage.com) Emergency contact information

24. Dispute Resolution and Arbitration

If there is a dispute in regard to the performance of either Party, the Parties shall work in good faith and expeditiously to resolve the dispute. In the event that the above process does not result in an agreeable solution, any controversy or claim for damages arising out of or relating to the making or performance or interpretation of this Agreement, or the breach of this Agreement, shall be settled by agreed upon third party arbitration.

25. General Terms

25.1. Entire Agreement.

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing signed by authorized representatives of both Parties. The Exhibits are hereby incorporated into this Agreement by this reference.

25.2. Representations/Compliance With Laws:

Each Party represents and warrants to the other Party that: (a) it has the full right and power to enter into and perform its obligations under this Agreement according to the terms herein; (b) its performance of activities pursuant to this Agreement will not violate any agreement or obligation between it and a third party; and (c) the warranting Party shall comply with all local, state and federal laws, statutes and regulations, including, but not limited to federal and state consumer protection and privacy laws.

25.3. Waiver of Breach

The failure or delay of any Party to insist upon compliance of any provision hereof will not operate as and is not to be construed to be a waiver or amendment of the provision or of the right of the aggrieved Party to insist upon compliance with such provision.

25.4. Severability

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions shall remain in full force and effect without impairment or invalidation.

25.5. Counterparts

This Agreement, to the extent signed and delivered by means of a facsimile machine, will be treated in all manner and respects, and will have the same binding effect, as an original document. Each executed counterpart shall be deemed an original.

25.6. Force Majeure

If, because of weather, acts of God, acts or threats of terrorism, strikes or other labor disputes, or other unavoidable causes, including but not limited to actual or threats of viruses, cyber crime or identity theft or delays of communication systems, including the Internet, which are not the fault or neglect of the Party claiming the delay, either Party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of this Agreement and the non-performing Party shall have no liability to the other for such failure of performance.

25.7. Section Headings

All section headings are inserted for reference purposes only and shall not affect the interpretations or meaning of this Agreement.

25.8. Representation

Each Party and signing representative has full authority to represent their company in all aspects of this Agreement.

25.9. Governing Law

This agreement shall be construed, interpreted and enforced according to the laws of the State of Minnesota.

25.10. Survival

The terms and conditions of this Agreement will survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective the date set forth above.

Coury Cartages, Inc.

Coury Properties LLC

By: _____
(Signature)

(Signature)

Name _____
(Typed/Printed Name)

Name _____
(Typed/Printed Name)

Title _____

Title: _____

Date _____

Date: _____

CENTRAL ROOFING COMPANY

- Since 1929 -

Invoice: 22943

Invoice Date: 5/30/2019
 Due Date: 6/29/2019
 Disc. Date:
 Terms: Net 30 Days

Remit to: Central Roofing Company
 4550 Main Street NE
 Minneapolis, MN 55421

Bill to: Jeff Coury
 2275 Wycliff Street
 St. Paul, MN 55114

Ship to:
 2275 Wycliff Street
 St. Paul, MN 55114

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
05/19 668	1	App# 1 General Conditions	219028.		1	0.000	5,362.23
05/19 668	2	App# 1 Roofing Labor	219028.		2	0.000	23,426.00
05/19 668	3	App# 1 Roofing Material	219028.		3	0.000	24,486.23
05/19 668	4	App# 1 Sheet Metal Fab Labor	219028.		4	0.000	1,184.02
05/19 668	5	App# 1 Sheet Metal Install Lab	219028.		5	0.000	3,593.67
05/19 668	6	App# 1 Sheet Metal Material	219028.		6	0.000	1,490.56

Notes:

Total Sales Tax	59,542.71
Less Retainage	
Total Due	59,542.71

(Attached quotation reflects address where work was completed)

If there are any questions regarding this invoice, please feel free to call
 A/R Accounting at (763) 572-0660 or email ARAccounting@centralroofing.com

A service charge of 1.5% per month on all invoices which have not been paid by the due date.

CENTRAL

ROOFING COMPANY

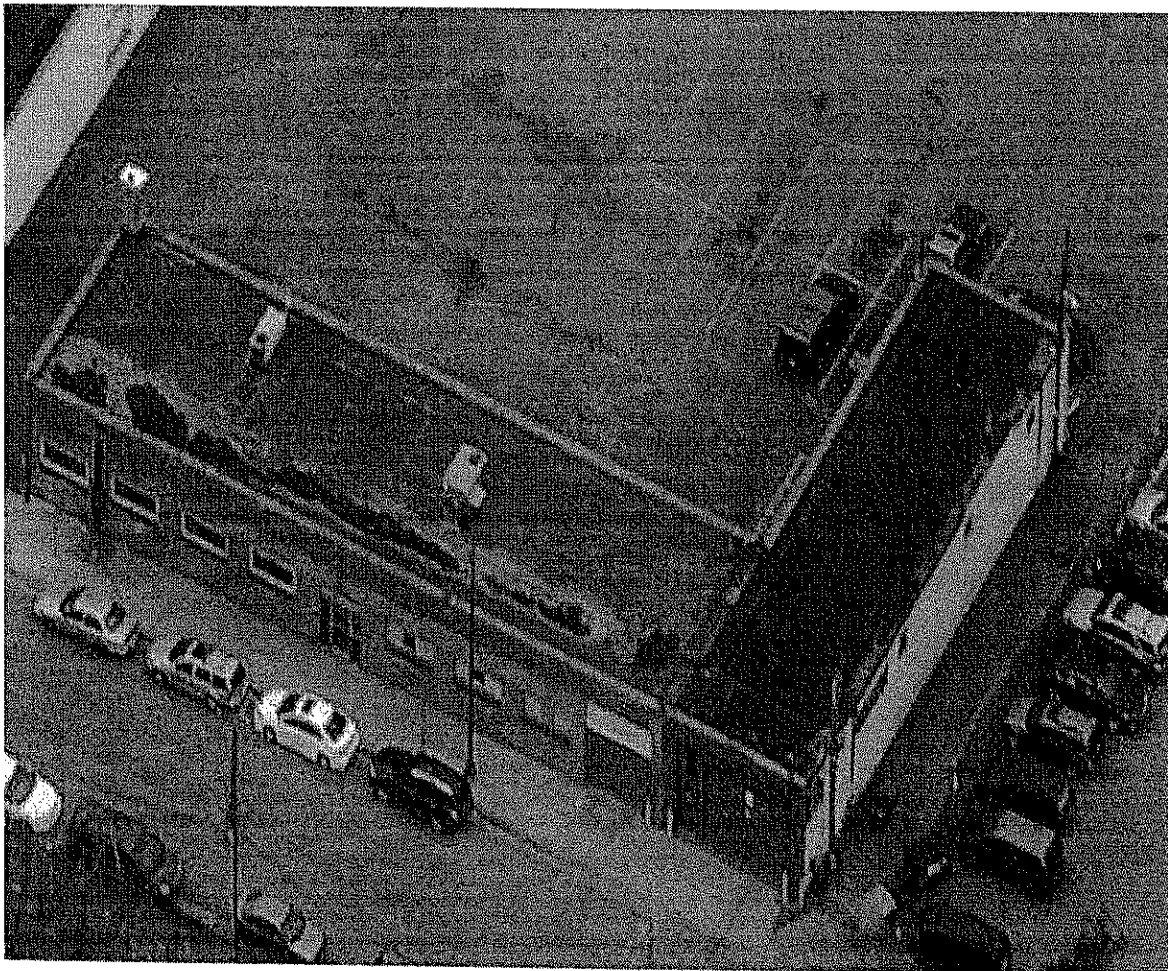
- Since 1929 -

January 29, 2019

Jeff Coury, Building Owner
2275 Wycliff St
Saint Paul, MN, 55114

RE: Coury Office Building
2340 Charles Ave
Saint Paul, MN 55114

ATTN: Jeff Coury



4550 Main Street NE • Minneapolis • MN 55421
(763)572-0660 • Fax (763)572-0230
WBE Owned and Operated • Registered GSA Company

CENTRAL

ROOFING COMPANY

- Since 1929 -

The undersigned proposes to furnish all labor, materials, and equipment as noted below:

SPECIFICATIONS FOR ROOF SECTION A ONLY:

General Conditions

1. Set up at site. Protect building from debris and secure work area.
2. Secure required building permits.
3. Disconnect all electrical that can interfere with the reroofing project.
4. Secure a required staging area to store material and equipment while roofing work is in progress.
5. Provide a temporary toilet facility for roofing and sheet metal crews.

Demolition

6. Remove the existing built-up, EPDM membrane, and existing insulation down to the roof deck.
7. Haul away all roofing debris and clean site as necessary.
8. Remove all copings and scuppers from the perimeter edge to be disposed of.

Carpentry

9. Install a 2"X12" piece of lumber to the top of the wall detail.
10. Install new 1/2" plywood to the entire perimeter at the existing wall detail.
11. Fasten the new lumber to the existing wall using concrete fasteners.

Insulation

12. Install two layers of 2.6" insulation boards to the entire roof surface area.
13. Install new sumps at all scupper locations to achieve adequate drainage.
14. Install a 1/16" tapered system to divert moisture to the drainage points.
15. Install crickets to divert water to the scupper locations to aid in drainage.
16. Fasten down all new installation with approved fasteners and insulation plates.

4550 Main Street NE • Minneapolis • MN 55421

(763)572-0660 • Fax (763)572-0230

WBE Owned and Operated • Registered GSA Company

CENTRAL

ROOFING COMPANY

- Since 1929 -

Roofing

17. Install a 60 Mil Mechanically Fastened EPDM membrane over the fastened down insulation.
18. Fasten down the 60 Mil EPDM every 16" on center.
19. Install wall flashings up and over the top edge of the wall nailing the EPDM membrane over the edge.
20. Install factory corners to all inside and outside corner locations.
21. Install pipe boot flashings to all necessary locations.
22. Apply detail patches to all field wraps, pitch pans, scuppers, and other possible detail items.
23. Apply lap sealant as necessary to each detail item.

Sheet Metal

24. Fabricate and install new 24 gauge prefinished galvanized parapet metal at the roof perimeter.
25. Fabricate and install new 20 gauge galvanized iron keeper strip at roof perimeter detail.
26. Fabricate and install two new 24 gauge galvanized iron, scuppers and downspouts. Furnish new concrete splashblocks as necessary.
27. All prefinished galvanized iron to be 24 gauge and shall be chosen from a manufacturer's standard color chart.

Warranty

28. Furnish a manufacturer's 15 year manufacture warranty.
29. Furnish a standard Central Roofing Company two year contractors warranty.
30. We carry worker's compensation, property damage and public liability insurance.

4550 Main Street NE • Minneapolis • MN 55421

(763)572-0660 • Fax (763)572-0230

WBE Owned and Operated • Registered GSA Company

CENTRAL

ROOFING COMPANY

- Since 1929 -

Contract Price

- All above work can be completed for a sum of: \$59,543.00

Unit Prices

In addition to the above, repair or replace unsuitable roof deck at the unit price of \$8.50 per square foot

Acceptance

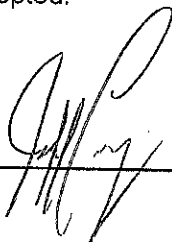
By signing this Contract, the Purchaser accepts all of its terms and conditions:

- 1. PAYMENT TERMS.** Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.
- 2. TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.
- 3. SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.
- 4. RIDER.** Understands and agrees to all items and clarifications within RIDER #1(Attachment)

The offer of this Contract shall expire automatically unless Customer delivers a properly authorized and signed copy to Central Roofing Company before the 30th day after the date shown above. No modification by Customer shall become a part of this Contract unless specifically agreed to in writing by Central Roofing Company.

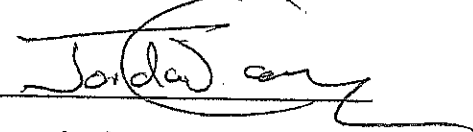
Date Accepted:

By:



Central Roofing Company

By:



Jordan A. Carr

4550 Main Street NE • Minneapolis • MN 55421

(763)572-0660 • Fax (763)572-0230

WBE Owned and Operated • Registered GSA Company

J & D Builders
1477 Selby Ave
St Paul MN 55104
(651)699-6863
MN Lic. # BC003226
www.j-dbuildersinc.com

Coury Cartage
2356 Charles Ave
St Paul MN 55114

INVOICE

Date April 23, 2019
Invoice # CC2356DI

The following billing is for demo work and rubbish removal

Rubbish removal - 4 each 30 yard dumpsters & onsite porta potty	\$ 2,600.00
Electrical demo - see attached	\$ 400.00
Demo interior work - see attached	\$ 10,900.00
Subtotal of 20% office, coordinating and above line items	\$ 16,680.00
Payments received	\$ -
Total balance due	\$ 16,680.00

**TERMS: FINAL PAYMENT DUE UPON RECEIPT.
THANK YOU FOR YOUR BUSINESS!**



**OVERHEAD DOOR CO.
OF THE NORTHLAND**
3195 Terminal Dr.
EAGAN, MN 55121

(651) 683-0307
Fax (651) 683-0625

INVOICE

INVOICE NO.	INVOICE DATE
109826	2/13/19

Page:

SOLD TO:
COURY CARTAGE
2275 WYCLIFF ST
ST PAUL, MN 55114

Ship To
CHARLES AVE BLDG
2340 CHARLES AVE
S ST PAUL, MN 55114

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALESPERSON
		3/2/19	
TERMS	NOTES		
Net 15 Days <i>enclosed 2/13/19</i>	COURY CARTAGE		

REFERENCE	DESCRIPTION	AMOUNT
	POC JEFF 651-455-1509 DOOR HAS NEVER BEEN LOOKED AT AND NEEDS TO HAVE IT LUBED, ADJUSTED-MAINT, -12 FT DOOR SERVICE - LABEL #	
1.00 1		
1.00 1128.50	SET SCREW 3/8"	1.59 1.59
1.00 1038.00	ROLLER 2" L/S	7.95 7.95
1.00 PS	MISC. HARDWARE	3.95 3.95
1.00 101.00	LUBRICATION LARGE DOOR	3.45 3.45
1.00 100.75	ENERGY SURCHARGE	24.95 24.95
2.00 55	LABOR	135.00 270.00
	SERVICED DOOR AT NW CORNER REPLACING PARTS AS NEEDED.	

Check/Credit Memo No:

MESSAGE:

SUBTOTAL	311.89
SALES TAX	
SHIPPING	
TOTAL	\$311.89



Family owned and operated since 1950

1635 Oakdale Ave • West St Paul, MN 55118 • Phone: 651-451-6835

Jeff Coury
651-455-1509

2275 Wycliff St
St Paul, MN 55114

Job Address:
2340 Charles Ave.
St Paul, MN 55114

Print-date: 10-29-2019

Thank you for the opportunity to provide you with an estimate for your window project. Following are the products we propose to furnish and install for your building. If you have any questions, please contact Lynda Bartlette at Lynda@beisselwindows.com.

Price Breakdown

Title	Description
Windows	<p>Furnish and install 19 Quaker Brand Emerge Series replacement aluminum windows for your building, to include 2 fixed one-lites, 3 single hungs and 14 awning over fixed one-lites. Color to be Black baked on enamel finish. Glazing to be 1" insulated glass with Low-E and argon gas. Includes tempered glass where required by code. These windows feature a heavy duty thermally broken frame and sash. Single hungs feature fin seal wool pile weather-stripping, interlocking meeting rails, block and tackle balance system, integral weep system, locking hardware and 1/2 fiberglass screen. Awnings feature fin seal wool pile weather-stripping, integral weep system, Truth crank out hardware and full fiberglass screen.</p> <p>Installation includes squaring of the new windows in the openings with the use of shims and stainless steel screws. Installation for enlarging an opening includes adjusting the opening to the proper size by cutting down block on 7 openings to accommodate for new windows, install new jambs and sill. Perimeter to be insulated with fiberglass insulation and sealed on the interior and exterior with a commercial grade of caulking. Trim out interior of openings with cedar extension jambs and 1 x 4 cedar trim boards.</p>
Commercial Warranty	<p>Parts and labor guaranteed for 10 years including but not limited to defective hardware, worn weather stripping, glass stress fractures, fogged insulated glass units, defective caulking, etc. This guarantee covers deficiencies under the manufacturer's warranty and does not anticipate coverage or damage caused by vandalism, Acts of God, negligence, misuse, etc.</p>
General Terms	<p>We are licensed, bonded and insured. All work to be done by experienced crews. Sales tax is included. Removal of all debris is included. Building permit, if necessary, is included. Warranties to be provided. Lien waiver to be provided upon request. Rotted wood to be replaced at the cost of material and labor at \$95.00 per man hour. Lead safe work practices will be observed if applicable.</p>
Payment policy	<p>ON ALL ORDERS WE REQUIRE A DOWN PAYMENT OF 1/2 OF THE TOTAL SALE PRICE AT THE TIME OF ORDERING, WITH THE REMAINING BALANCE PAID TO INSTALLER OR SALESPERSON UPON COMPLETION. * FOR ORDERS \$500.00 AND LESS WE REQUIRE PREPAYMENT AT THE TIME OF ORDERING.</p>

OPTION: 2% DISCOUNT FOR CHECK AND/OR CASH PAYMENT IN FULL AT THE TIME OF ORDERING. (NOT AVAILABLE ON JOBS THAT START WITHIN 2 WEEKS FROM THE DATE THE ORIGINAL CONTRACT WAS SIGNED.)

NOTES:

WE ACCEPT VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS.
 *IF WORK IS SUBSTANTIALLY BUT NOT TOTALLY COMPLETED, THEN 90% OF BALANCE DUE IS REQUIRED.
 (THE ABOVE IS APPLICABLE REGARDLESS OF INSPECTION STATUS.)

Total Price: \$50,328.00

REQUIRED NOTICE TO PURCHASER

- A. DO NOT SIGN THIS BEFORE YOU READ THE PROPOSAL, EVEN IF OTHERWISE ADVISED.
- B. DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.
- C. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU, THE PURCHASER, MAY CANCEL THIS PURCHASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS PURCHASE.

VERBAL AGREEMENTS NOT BINDING. ALL ADDITIONAL WORK AND AGREEMENTS MUST BE SHOWN IN WRITING. ALL ORDERS ACCEPTED BY US WITH THE UNDERSTANDING THAT WE ARE NOT TO BE HELD LIABLE FOR CAUSES BEYOND OUR CONTROL. THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS. BALANCE OF JOB MINUS DOWN PAYMENT DUE ON COMPLETION.

We are required by law to provide you with the following notice regarding the rights of persons furnishing labor and materials:

- (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.

TERMS AND CONDITIONS

- 1) THIS CONTRACT IS SUBJECT TO APPROVAL AND ACCEPTANCE BY THE GENERAL MANAGER OF BEISSEL WINDOW AND SIDING CO. (HEREINAFTER REFERRED TO AS BEISSEL).
- 2) PURCHASER SHALL PAY ALL SALES AND USE TAXES AND THE COST OF ANY CHANGES OR VARIANCES REQUIRED BY BUILDING CODE INCLUDING VENTILATION SYSTEM COMPLIANCE, SMOKE AND CARBON MONOXIDE DETECTORS, EGRESS WINDOW REQUIREMENTS AND LEAD SAFE WORK PRACTICES.
- 3) ALL SURPLUS MATERIALS REMAIN THE PROPERTY OF BEISSEL.
- 4) BEISSEL WILL CARRY THE LICENSES AND BONDS REQUIRED BY THE BUILDING CODE AND ZONING ORDINANCES.
- 5) BEISSEL WILL CARRY WORKERS' COMPENSATION AND PUBLIC LIABILITY INSURANCE PROTECTION.
- 6) PURCHASER'S INSURANCE SHALL BE PRIMARILY LIABLE FOR LOSS OF, OR DAMAGE TO MATERIALS ON JOBSITE, INCLUDING WITHOUT LIMITATION BY THEFT, VANDALISM, WIND, RAIN, FIRE AND NEGLIGENT ACTS.
- 7) THIS CONTRACT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT OF THE PARTIES HERETO. THERE ARE NO UNDERSTANDINGS OR REPRESENTATIONS EXCEPT AS STATED HEREIN.
- 8) ALL WORK INCLUDED IN THIS CONTRACT ASSUMES EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT IS WITHIN PRESENT CODE STANDARDS. IF UPDATING IS REQUIRED, THIS COST IS TO BE AN ADDITIONAL CHARGE. ALSO, BEISSEL IS NOT RESPONSIBLE FOR ANY DAMAGE TO INTERIOR AND EXTERIOR FINISHES THAT MAY OCCUR DURING THE INSTALLATION PROCESS.
- 9) THERE ARE OCCASIONS WHEN OUR SOURCES OF SUPPLY CANNOT SATISFY DEMAND ON SPECIFIC ITEMS. CONSEQUENTLY, WE MUST RESERVE THE RIGHT TO CHANGE SPECIFICATIONS FOR AN EQUAL OR BETTER SUBSTITUTE. ADDITIONALLY, BEISSEL IS NOT RESPONSIBLE FOR VENDOR DELAYS.
- 10) BEISSEL CALLS THE PURCHASER'S ATTENTION TO THE LIMITATIONS OF MATCHING COLORS AND TEXTURES OF OUR PRODUCT LINES. EXACT DUPLICATION IS NOT PROMISED.
- 11) ALL BALANCES ARE DUE IN FULL UPON COMPLETION UNLESS WORK IS SUBSTANTIALLY COMPLETED THEN 90% OF THE BALANCE DUE IS REQUIRED. A MECHANIC'S LIEN WILL AUTOMATICALLY BE FILED ON ANY ACCOUNTS NOT PAID WITHIN 30 DAYS OF INVOICE. PURCHASER WILL BE LIABLE FOR ALL ATTORNEY'S FEES, COSTS AND EXPENSES OF COLLECTION INCLUDING LIEN FILINGS, AS WELL AS LEGAL INTEREST IN THE AMOUNT OF .667% PER MONTH FROM THE DATE THE ORIGINAL AMOUNT WAS DUE.

I HAVE READ THE ABOVE AND ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Print Name:

Date:

American Sandblasting, Inc.

9905 Xylite Street NE.
Blaine, MN 55449

Telephone (763)784-9584 *** Fax (763)784-9070

PROPOSAL

Coury Cartage
2275 Wycliff Street
St. Paul, MN 55114

Date:
October 15, 2019

Phone:
(651) 455-1509

Job Name/Locations:
2356 Charles Avenue

Contact:
Jeff

Email:
jeffcoury@courycartage.com

We will furnish labor, equipment and materials to prep as necessary and portable media blast the inside block and brick walls and wood ceilings to remove the old paint to give it the "Urban" look. As discussed, the glue spots will need to be removed prior to our blasting.

We will sweep up and remove our blasting debris from the jobsite located at: 2356 Charles Avenue in St. Paul, MN.

Project Total:
\$11,385.00

- *Price is contingent on "NO LEAD" in the paint.
- *We are not responsible for dust or dust clean up.

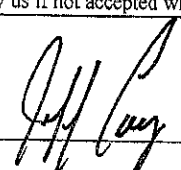
Payment to made as follows:
NET/30

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifics involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature William S. Noren
William S Noren

Note: This proposal may be
Withdrawn by us if not accepted within: 90 Days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: 

Date of Acceptance: 10-15-2019



"Over 85 Years of Service You Can Trust"



HEATING • COOLING • ELECTRICAL

Angie's List SUPER SERVICE AWARD Since 2005



2275 WYCLIFF ST.

1400 Concordia Ave. • St. Paul, MN 55104 • 651-646-7381 • www.snellingcompany.com

Name: COURY PROPERTIES LLC / JEFF COURY

Phone-Home: 651-455-1509 Cell: _____

Address: 2356 CHARLES AVE.

Job Location: 2340/2356 CHARLES Date: _____

City: ST. PAUL Zip: 55114

E-mail Address: jeffcory@corycartage.com

SPECIFICATIONS We propose to furnish and install the equipment listed in accordance with the manufacturers specifications.

- GAS PIPE WORK AT 2340 & 2356 CHARLES:

- REMOVE AND CAP GAS LINES THAT WILL NO LONGER BE UTILIZED

- RE-PIPE BOTH ROOFTOP UNITS FROM METER ON EAST END OF BUILDING (2340 CHARLES)

- RECONNECT TO SINGLE METER ON WEST END OF BUILDING (2356 CHARLES)

- LABEL & MATERIAL.

ADDITIONAL SPECIFICATIONS:

PROPOSAL & TERMS

Total Installed Price

We propose to furnish materials and labor in accordance with the above specification for a total installed price

\$1575⁰⁰

Payment and terms are ~~20%~~ down with the balance due upon equipment start-up. A finance charge of 1 1/2% per month will be added to all past due accounts.

Down Payment

\$500⁰⁰

NOTE: This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE

THE SNELLING COMPANY

Customer Name(s) (Please Print)

Comfort Advisor: K EICHMAN

JEFF COURY

Date Approved: _____

Customer Signature(s)

By: _____

Contract is not valid until signed by a company officer.

Jeff Coury

NOTICE: See the reverse side for important notice and additional terms and conditions.

I/We own the real property in which the above equipment is to be installed and have read and agree to the terms on the reverse side of this contract.