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
DEC 17 2014
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 794122 **)**
- ☒ **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, Jan. 6, 2015

Time 2:30 PM
Location of Hearing:
Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 220 Winifred St. W. City: St Paul State: MN Zip: 55118

Appellant/Applicant: Andrew Myers Email restorationme@gmail.com

Phone Numbers: Business _____ Residence _____ Cell 651-644-9160

Signature: [signature] Date: 12/16/14

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: 1050 Overlook Rd Mendota Heights MN 55118

Phone Numbers: Business _____ Residence _____ Cell 651-644-9160

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** home is in process of being remodeled
- ☐ **Other** (Fence Variance, Code Compliance, etc.) _____

Revised 8/11/2014

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

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

December 12, 2014

Restoration Real Estate LLC
1050 Overlook Road
Mendota Heights MN 55118

VACANT BUILDING REGISTRATION FEE
WARNING LETTER

The Saint Paul City Council has adopted legislation which requires owners of vacant buildings to pay an annual fee and submit a registration plan on the form(s) enclosed with this letter. The annual fee is **$1,440.00**. The purpose of this fee is to partially reimburse the City for administrative costs for registering and processing the Vacant Building Owner Registration forms and for the cost of monitoring these properties for compliance with Saint Paul Legislative Codes.

The fee for the vacant building located at* 220 WINIFRED ST W *is now past due. You have fifteen (15) days from the date of this letter to pay this bill before this fee is sent to assessment, to be collected with your property taxes.

DO NOT MAIL CASH

Saint Paul Legislative Code, Chapter 43, requires this fee be paid no later than thirty (30) days after the building becomes vacant, and if not paid, the owner shall be subject to collections and prosecution as prescribed in the Legislative Code. Also, if at any time the registration fee is unpaid and owing, building permits will be denied for this building.

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 owner(s) still will be subject to a criminal Summons and Complaint for failure to pay this vacant building registration fee. This citation will necessitate a court appearance in Ramsey County District Court and the owner(s) will be subject to penalties provided for by law. The enclosed registration form must accompany the fee payment.

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

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806

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.

If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Dennis Senty, at 651- 266- 1930.

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

Stever Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: ds
vb_warning_letter 11/14

Also Sent To:
Restoration Real Estate Llc 1050 Overlook Rd Saint Paul MN 55118- 3653

AuthentiSign ID: 0F5B3C7D-[illegible]-FC6F84799D98

Restoration Realty

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date 09/23/14
2. Page 1 of 7

3. BUYER (S): Restoration Real Estate, LLC.
4.
5. Buyer's earnest money in the amount of
6. Three Thousand Five Hundred Dollars ($ 3,500.00)
7. shall be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase
8. Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust
9. account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
10. Agreement, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 220 Winifred Street W
13. City of Saint Paul , County of Ramsey ,
14. State of Minnesota, legally described as
15. SUBJ TO DRIVEWAY ESMT; LOT 6 B LK 201
16.
17. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not
18. limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system;
19. shed; storm sash, storm doors, screens and awnings; window shades, blinds; traverse, curtain, and drapery
20. rods, valances, drapes, curtains, window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures;
21. plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems;
22. air exchange system; radon mitigation system; sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts;
23. wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors;
24. fireplace screens, door and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash
25. compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms;
26. speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls);
27. pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following
28. personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
29. N/A
30. .
31. Notwithstanding the foregoing, leased fixtures are not included.
32. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
33.
34. .
35. Seller has agreed to sell the Property to Buyer for the sum of ($ 70,000.00)
36. Seventy Thousand Dollars,
37. which Buyer agrees to pay in the following manner:
38. 1. **CASH** of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
39. money; PLUS
40. 2. **FINANCING** of _____ percent (%) of the sale price, which will be the total amount secured against this
41. Property to fund this purchase.
42. Such financing shall be (*check one*) ☐ **a first mortgage;** ☐ **a contract for deed;** or ☐ **a first mortgage with**
43. **subordinate financing**, as described in the attached *Addendum*:
44. ☐ ***Conventional*** ☐ ***FHA*** ☐ ***DVA*** ☐ ***Assumption*** ☐ ***Contract for Deed*** ☐ **Other:** _____ .
(Check one.)
45. **The date of closing shall be** October 23rd , 20 14 .

Instant Forms