



City of Saint Paul

15 West Kellogg Blvd.
Saint Paul, MN 55102

Minutes - Final

Legislative Hearings

Marcia Moermond, Legislative Hearing Officer
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651-266-8585

Tuesday, May 13, 2025

9:00 AM

Room 330 City Hall & Court House/Remote

9:00 a.m. Hearings

Remove/Repair Orders

- 1 [RLH RR 25-10](#) Ordering the rehabilitation or razing and removal of the structures at 947 FREMONT AVENUE within fifteen (15) days after the May 14, 2025, City Council Public Hearing. (Amend to grant 180 days)
- Sponsors:** Johnson
- Continue CPH to May 21, 2025. Grant 180 days to rehab pending posting of \$5,000 PD.*
- Jay Mitchell, contractor o/b/o owner, appeared*
- Moermond: I'm assuming Mr. Gelb is Plaza One Inc. Savings?*
- Mitchell: yes.*
- Moermond: tell me how it works to pay the contractors out of this account?*
- Mitchell: they submit an invoice and I submit it and pick up a check.*
- Moermond: Mr. Hoffman, your review?*
- Hoffman: pretty straightforward. Entire interior is gutted based on Code Compliance Inspection Report.*
- Moermond: so just dealing with the Performance Deposit.*
- Mitchell: I came here first, I have it physically here.*
- Moermond: and it needs to clear.*
- Mitchell: it should, it is a cashier's check.*
- Moermond: it had to be cleared by the time it hits Council. Go drop it off and get the receipt and I'll ask them to continue the case to next week and hopefully it clears. Everything else is in order.*
- Referred to the City Council due back on 5/14/2025**

- 2 **RLH RR 25-16** Ordering the rehabilitation or razing and removal of the structures at 692 SIXTH STREET EAST within fifteen (15) days after the June 18, 2025, City Council Public Hearing.

Sponsors: Johnson

Remove within 5 days with no option to repair.

No one appeared

Staff report by Supervisor James Hoffman: The building is a two story, wood frame, single-family dwelling on a lot of 6,011 square feet. Fire Certificate of Occupancy condemned the property and ordered property vacated on February 4, 2019. The property was referred to Vacant Buildings with files opened on February 21, 2019.

The current property owner is Hossein Varasteh Amiri and Mark Ciccarelli, per Amanda and Ramsey County Property records. On February 5, 2025, an inspection of the building was conducted, a list of deficiencies which constitute a nuisance condition was developed and photographs were taken. An Order to Abate a Nuisance Building was posted on February 10, 2025, with a compliance date of March 12, 2025. As of this date, the property remains in a condition which comprises a nuisance as defined by the legislative code. Taxation has placed an estimated market value of \$23,900 on the land and \$33,800 on the building.

Real estate taxes for the second half of 2023 and all of 2024 are delinquent in the amount of \$5,882, which includes penalty and interest. The property is scheduled for forfeiture on July 31, 2027. The vacant building registration fees were paid by assessment on March 3, 2025. A Code Compliance Inspection was done on June 5, 2023 and has since expired. As of May 12, 2025, the \$5,000 performance deposit has not been posted.

There have been twenty-five Summary Abatement notices since 2019. There have been twenty-six work orders issued for: Garbage/rubbish, Boarding/securing, Tall grass/weeds and Snow/ice. Code Enforcement Officers estimate the cost to repair this structure exceeds \$150,000. The estimated cost to demolish exceeds \$30,000.

Moermond: they may have a Confession of Judgment with the County, but haven't kept up. All the Summary Abatement Order and work orders tell me its abandoned between not paying taxes or maintaining the properties. It has been in the Vacant Building program since 2019, but you actually witnessed a fire in June of 2021 and called it in. The whole back of the house has significant fire damage.

Hoffman: it isn't structurally safe.

Moermond: broken into a number of times. Dangerous situation. I'm going to recommend the removal within 5 days.

Referred to the City Council due back on 6/18/2025

11:00 a.m. Hearings

Summary & Vehicle Abatement Orders

- 3 **RLH SAO 25-41** Appeal of Katie Deboer Tarrats to a Summary Abatement Order at 1119 EDGERTON STREET.

Sponsors: Kim

Grant to July 14, 2025 for compliance.

Katie Deboer Tarrats, owner, appeared via phone

Moermond: the owner shows up as Rachel Tarrats, is that a relation?

Deboer Tarrats: that's my wife.

Moermond: ok great, we just like to confirm.

[Moermond gives background of appeals process]

Staff report by Supervisor Lisa Martin: April 22, 2025 a Summary Abatement Order went out to remove and properly dispose of all the tree logs, branches from rear yard and entire property. April 29 compliance. May 13th today and the logs are still there.

Deboer Tarrats: they're still there based upon the findings we could see in the rules about log piles on our own property. We want to use the wood. We have a sauna and fires. We don't want to pay someone to take it away and then pay someone to buy more wood, right? We have organized the piles into two piles, 3 feet from all property lines and are neatly organized and stacked. To the best of our ability and the best knowledge we gained online we are abiding by all City rules.

Moermond: thank you for your assessment. Ms. Martin what are the rules about firewood?

Martin: it has to be off the ground. This looks more like a rodent harborage than anything. It is somewhat organized. We have several areas along the property full of the tree---it isn't chopped wood, it is actual logs.

Moermond: you are right you can have firewood but it needs to be maintained as such. It has to be elevated.

Deboer Tarrats: can someone share online where it says that it has to be off the ground? We couldn't find that online. Just that it has to be neatly stacked and 3 feet from all property lines. The other reason it is logs and not split, is it is really wet wood, which is hard to split, so it needs to dry longer. We've taken care of all the brush and debris and the logs are neatly stacked.

Martin: 45.03 Firewood. Piles of wood cut for fuel which are detrimental to the health, safety and welfare of the public because of conditions including, but not limited to, improper or unsafe storage, unelevated piles of wood, excessive quantities, conducive to vermin harborage, and more than five (5) feet in height or closer than ten (10) feet to a habitable building.

Deboer Tarrats: do you have a website?

Moermond: 45.03 which defines nuisances and we're looking at item (5).

Deboer Tarrats: I'm just wondering if I can also read this code as well. If you can give me the website so that I can find it, then I could read it and understand better than just having it read to me as fast as possible.

Moermond: of course, it is on the City's website.

Deboer Tarrats: so, City of Saint Paul dot com? What is it? I don't know it.

Moermond: I assumed since you looked it up already---

Deboer Tarrats: my wife looked it up.

Moermond: gotcha. Stpaul.gov. There should be a link on the main page for the administrative/legislative code and charter. Follow that link to chapter 45, the nuisance code.

Deboer Tarrats: I'm on stpaul.gov right now and there is no link. There is one for legislating hearings.

Moermond: go across the top ribbon to Government.

Deboer Tarrats: excellent, thank you for that direction. I am still not seeing a City code—oh, let me scroll down. City charter and code?

Moermond: that's it.

Deboer Tarrats: thank you. 45.03? Oh. Unelevated piles of wood.

Moermond: yes.

Deboer Tarrats: oh, I see. What do I need to do so I don't have to deal with this anymore? It is on the ground, so what do I have to do to not have to deal with this anymore.

Moermond: they're in hardware stores or online?

Deboer Tarrats: I have to buy a rack? I can't just elevate it?

Moermond: you can build it.

Deboer Tarrats: it doesn't give any definition of what elevated means, I would like an exact definition so I can comply, even though the code is written with vague language.

Moermond: elevated means not on the ground.

Deboer Tarrats: can it be on a pallet 3" off the ground? 1"? I want to know exactly what elevated means so I can comply.

Martin: usually this is firewood less than 5 feet and they fit in racks from Menards or Amazon, a metal storage thing. Pallets often we see in the summer kids like to light things on fire. Preferably—

Deboer Tarrats: so if someone comes on my property and lights a fire I'm going to be in trouble?! And not the person who did the fire?

Moermond: there's a nuisance code that applies to all properties. The nuisance is a condition that exists that makes it more likely to be a problem from a criminal act. An example would also be a broken window. That window would provide access to someone to climb in and creates an environment for crime to happen. Same with the stack of wood, in this case it is likely to create a rodent harborage. Online I am seeing

they are consistently between 4 and 7" off the ground.

Martin: we would accept a pallet under there. We'd suggest putting a concrete block underneath so the wood isn't touching the ground. Otherwise the metal elevated 3' off the ground.

Deboer Tarrats: what about JUST on concrete? Not elevated? I'm not really looking to spend \$500 to spend on this wood.

Moermond: I don't think anyone wants you to pay that much to deal with this. So you're saying a parking pad? Would that need elevation?

Martin: yes.

Deboer Tarrats: you're telling me the solution is I need to either move an entire stack of wood again, since we've already organized it into a stack. I can move it onto pallets, but they can be no higher than 5' and no wider than 3' because these requirements are not clearly listed. But if I keep it on metal it has to be at least 3" but can be on the ground? Because right now with the exception of it not being elevated we are completely within code. Those logs are going to take a VERY long time to rot.

Moermond: I'm really trying to work with you. Is this literally in the code? No. We're trying to cobble together a situation and brainstorming an affordable doable solution. Is it somewhat out of code? I would say yes, we are struggling. All of the wood you asked for a few weeks, the inspector was by this morning and says it is largely unchanged.

Deboer Tarrats: I have photographs of the VERY neatly organized pile of wood and compare it to the photo on the citation. It is very different.

Martin: he said the wood is still present on the property. The easiest thing to do would have been to just remove it.

Deboer Tarrats: ok. I understand we have to make sure there's no crime, no homes for critters. Animals live outside, having trouble with that one. But what I'm hearing is we aren't allowed to have this wood because it is a lot?

Moermond: no one said that.

Deboer Tarrats: if I mis-heard please correct me. I just heard her say it was a lot and best and easiest thing to do was remove it, which I interpret to mean it isn't allowed.

Moermond: we've spent 30 mins talking about how it could be there if it was simply elevated. I was just listening to the report and in the legislative code looking at solutions. We've talked about elevation, different methods. You don't have to choose how you comply today. I need it 3" off the ground and supported in a way that it won't fail. I'm more than happy to give a reasonable length of time to deal with it since it is a lot of wood.

Deboer Tarrats: yes. The 50' tree fell. Ripped out our electrical mast. It has been an issue. How long do we have to elevate it 3" in supports that won't rot?

Moermond: I'd like to hear from you what that may look like. What do you think is doable?

Deboer Tarrats: 8 weeks.

Moermond: ok. Today is May 13, so let's have it done by July 14th and staff will go by that Monday and see if it is organized and we'll check in July 15th on that.

Referred to the City Council due back on 5/28/2025

4 RLH SAO 25-38 Appeal of Nancy Kreig, on behalf of John Schultz, to a Summary Abatement Order at 1623 YORK AVENUE.

Sponsors: Yang

Deny the appeal noting the nuisance has now been abated.

John Schultz, owner, appeared

Moermond: is Nancy Kreig participating today?

Schultz: she's moving the trailer, the yellow car is leaving and my Mercedes is going in the garage.

Moermond: last week we were discussing the Summary Abatement Order on the yard. Let's talk about the items in the original Summary Abatement Order.

Schultz: I think that's fine.

Martin: the yard is well organized. They have some storage in the gazebo that should be secured. A couple tires and bike in driveway, minor things. Otherwise, it looked good.

Schultz: I'll fix it up I just need a little time.

Moermond: you were out last Tuesday?

Martin: I went out after the last hearing on Tuesday. We got Mr. Schultz the smoke detector; we could hear it beeping during the hearing. The RV we've been sending Excessive Consumption fees since February had been moved into the driveway. I confirmed with the owner, Nancy, she was staying in the RV with her friend Rachel. We condemned the RV and told her it had to move. The RV has lots of issues. We also have Vehicle Abatement Orders. His black Mercedes he said he's going to move to garage. The vehicle in the garage hopefully---

Schultz: the one in the garage is getting towed out.

Martin: then there were two yellow vehicles. I think Rachel was driving one and the other was a parts car under the tarp now.

Schultz: the tarps are all gone.

Martin: the vehicle is still there?

Schultz: it is going to be moved; she's trying to find a junk place to pick it up. Her daughter lost the title.

Martin: we had about 15 people in the property. At a previous inspection also showed over-occupancy. Mr. Williams advised not to have that many people in the home. We have dogs there, people there, locks on every door. More of a rooming and boarding house. We have mattresses and chairs on the rear porch on the second floor. Eleven

items as the main violations for the commendation. 12 – 16 wouldn't prevent someone from living there.

Moermond: the RV is condemned and can't be used for living. The RV owner is going to get rid of it?

Schultz: yes, she's going with it.

Moermond: tell me about all the people and what is going on there?

Schultz: we have six bedrooms and 3 bathrooms, and they allow six people in there. Can we bump that up to 8? My girlfriend's boyfriends, sons got girlfriends, that's four people right there.

Moermond: no. You could ask zoning, but I wouldn't recommend it to the Council, no.

Martin: so, you, Linda, her sons and girlfriends is six right there.

Schultz: Sam is leaving today. It says something in the paperwork about six-foot ceilings. Everything is more than 7 feet down in there.

Martin: the living room was around six feet. We weren't able to get into Shay's room, it was locked and she was in the shower. That's why I put "provide access" so we can take a look. Just because it has an egress window doesn't mean it can be used as a bedroom.

Schultz: your partner checked it out.

Martin: he didn't when I was there.

Moermond: when did that happen?

Schultz: during the winter.

Martin: the last time he was out and it was over-occupied. Things do change.

Moermond: then it was emptied.

Schultz: her friend was staying there on the couch, but he left.

Moermond: when the inspector was there in the winter there was an order on it but then when he came back it was ok?

Schultz: yeah, he was there 3 or 4 times.

Martin: I'll double check with him. Then Same and his girlfriend, Sarah, they're leaving?

Schultz: yep.

Martin: then we had Grace and her boyfriend.

Schultz: they're leaving. They're the ones with the dogs.

Martin: the two dogs. Who has the little dog?

Schultz: that's Rachel's.

Martin: and Rachel lives in the RV with Nancy? Are there kids there?

Schultz: no.

Martin: plus a dog. They're all leaving. So that's 14 so far. So really it has to be you, your girlfriend and her children.

Moermond: this has come up before and we're here again now. That gives me concern about you managing your situation.

Schultz: I want to sell the house and move to Lake Elmo, 1 or 2 bedrooms.

Moermond: between now and then...?

Schultz: I'd like to sell in the next 2 months. I'd like you to come back out again and walk through the whole house and see there is no 6-foot ceilings.

Moermond: where were those?

Martin: in the basement. We had people sleeping on the couch and they have a little living room set up and there's another area that is a bedroom but we couldn't get in. Most of the bedrooms, he had keys for most of the bedrooms, but we couldn't figure out the keys, so we couldn't see any of the bedrooms upstairs.

Schultz: we're changing them out for regular handles with privacy locks.

Martin: once everyone is gone and it is cleaned out, you have the mattresses out on the second floor on the patio, get rid of that. Then we can take a look at where we're at.

Moermond: when are these people moving out? Nancy is leaving soon?

Schultz: I thought they were moving it yesterday but she couldn't find someone with a big enough truck. It needs a 250.

Martin: my concern is the RV and one vehicle aren't johns, and if we tow them the fees go against his property. If we could give time to get them removed so we don't have to tow them. Maybe a week.

Schultz: the camper will be gone in the next day or 2. Yellow car hopefully by end of week. They were pizza delivery cars her boss gave her; she works at a pizza place in Stillwater.

Moermond: grace and the boyfriend?

Schultz: they're going. Today or tomorrow, I hope.

Martin: she said she's your daughter?

Schultz: no, she calls me dad though. I've known her 34 years.

Moermond: Rachel has kids

Schultz: no. the dog.

Moermond: whose kids are they?

Schultz: there are no kids.

Martin: I didn't see any kids when I was there. Just adult children.

Schultz: 32 and 38.

Moermond: the locks on the doors?

Schultz: I'll change them.

Moermond: did you put them on?

Schultz: her sons were stealing from each other so they put locks on the doors. Blue jeans are in high demand.

Martin: we have locks on Sam's door and Shae's door.

Moermond: locks have to go. I don't care if there is stealing.

Schultz: I'm going to buy a few new doors.

Moermond: do you have a realtor?

Schultz: my attorney has a realtor who is a partner.

Moermond: so, someone who can help with all of this. I have to say, when I look at your circumstances I get concerned that people have moved in, installed locks, brought animals, parked in your driveway and set up house, it sounds like you aren't in control of your own house.

Schultz: I'm taking control.

Moermond: it makes me concerned you are a vulnerable adult if this happened to you. Let's put together some deadlines then.

How does next Monday look?

Schultz: a week from Monday I can do locks and have doors working. Realtor said if we screwed the patio door shut we didn't need a railing?

Martin: well clearly they got out somehow.

Schultz: they said 4 – 6 weeks for a new patio door, that's on order.

Moermond: let's focus on the people and them being out. you said a few days?

Schultz: by the weekend I hope.

Martin: I can stop by Monday at 9.

Schultz: that works. If I go to the lake and don't come back until Monday I'll call you and tell you.

Moermond: the people have to be gone. If they're not, this is condemned

Referred to the City Council due back on 5/28/2025

Orders to Vacate Code Enforcement

- 5 **RLH VO 25-10** Appeal of John Schultz a Notice of Condemnation as Unfit for Human Habitation & Order to Vacate for the premises, Notice of Condemnation as Unfit for Human Habitation & Order to Vacate for the RV, and a Vehicle Abatement Order at 1623 YORK AVENUE.

Sponsors: Yang

Recommendation forthcoming pending May 19 inspection. (CPH May 28)

John Schultz, owner, appeared

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and tell you.

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Laid Over to the Legislative Hearings due back on 5/20/2025

1:00 p.m. Hearings

Vacant Building Registrations

RLH VBR 25-22 Appeal of Tiffany Davies & Reginald Glass to a Vacant Building Registration Requirement at 469 ANITA STREET.

Sponsors: Noecker

Waive the VB fee for 90 days (to August 1, 2025).

Tiffany Davies, tenant, appeared via phone

Reginald Glass, owner, appeared via phone

[Moermond gives background of appeals process]

Staff report by Supervisor Mitch Imbertson: 1500 square foot mercantile occupancy commercial building. Its last use was as a market before vacancy. It was on the Vacant Building list from 2018 until 2022. Received a Code Compliance approval to come off the Vacant Building list November 7, 2022. Notes at that time specify it had zoning approval for use as small grocery and building permit specified as mercantile with no change of use reviewed. Issued a Fire Certificate of Occupancy based on the Code Compliance approval. When it came up for renewal inspection it was revoked as being unoccupied since we don't certify unoccupied buildings. That was February 2025. A letter was sent noting to contact us for inspection when it was ready to reoccupy. In April we received a complaint about police calls at the property and being illegally reoccupied for use for events. Being marketed on Peerspace as hourly rental for meeting space or events, neither are an approved use of the space without zoning approval. It was referred to Code for Vacant Building monitoring.

Moermond: you said there were police calls, how did you get the file from them?

I: we were contacted by St. Paul Police Department to look into it after reports of underage drinking and other problematic activities at the address.

Staff report by Supervisor Matt Dornfeld: we made a Vacant Building on April 28, 2025 per the Fire inspection referral.

Glass: I am the property owner, I bought it in 2023. January 4, 2023. I have occupied it for my property management company registered with the SOS since January 19, 2023 of which I have offered the space to various nonprofits as well as Ms. Davies for some of the nonprofits to meet. I've been paying bills on the space since acquiring the building. We have been in talks about usage and zoning of building since March 2023 with the intention of putting a coop enterprise business in there for the community, a coffee shop. That will cost more than \$50,000. Personally, I don't have that type of money. We applied for grants in 2024 to help fund the business in that space for a community coffee shop and didn't get approved. We are in the process of raising money to get a legit business there. The event planning that took space is not in alignment with the overall goal for the building. It is zoned commercial and we've

allowed homeless people to house there temporarily, a couple days while their house burned down, various nonprofits like Shine and Rise and Rebound use it as a meeting space. I wasn't aware of the Vacant Building status until the appeal. I did offer the Fire Inspector to come and meet me at the property, which was declined, saying there is no need. From that point it was a Vacant Building without even seeing inside. I'm not really—I do know there are some events that take place there but they aren't all parties.

Moermond: sounds like the police differ with you on that.

Glass: I agree. Any nuisance we want to eliminate right away. When I went to that incident in April there was absolutely nothing I could do besides allow the police to handle it. It was too big a crowd to deal with myself. I didn't deal with it. As a property owner I have done my due diligence with registering it as a business and it isn't a Vacant Building. It has been used. It may have been a nuisance as far as the event space rental component but we've discontinued that. Ms. Davies is the one that was utilizing it for events, but there are other agencies that utilize the space, not for events but for meeting places. Chair and table rentals we allow other nonprofits to utilize the facility or equipment. I use the space to store materials like my snow blower, shovels—it hasn't been a Vacant Building.

Davies: most of what I was encountering he has stated. There was a business card left for the Fire Inspector; it was put on the door handle. We called and tried to find out what was going on and was told he couldn't address me but like it's a mercantile. That's all he kept saying. The letter on April 22 came and stated it was revoking the Fire Certificate of Occupancy. Tried to get the appeal in to address that situation and learn more about the space because I'm not the owner. I didn't know zoning and that information but he wouldn't tell me that. He did say if Mr. Glass would like to change it he has to do it. He refused to talk to me about the space. Tried to appeal the letter on the 22nd because the space is being utilized in the community. The police incident, that was not what we strive to do. It is a neighborhood---not even a big space. It got beyond our control. We did report it, and it has been taken down from Peerspace because that's not the intended use of the space.

Glass: I do have associates that do have a convenience store and have grown it start to finish who have walked through the space. The space isn't 1500 square feet. Its maybe 750 square feet. I believe that space requires over \$50,000. That's a healthy penny in this economy. To hopefully get the support of the community to patronize. That wasn't the intention to put a grocery store back in. Other types of businesses would serve the community better than selling inflated goods. I simply just ran my property management company out of the building.

Moermond: what are you looking for today?

Glass: I would like to either suspend or pause the fee for the Vacant Building fee until we can get through the process of having it registered as a coffee house. I do have a business plan outlining the steps being taken with the City of St. Paul to get it zoned for that. When it was initially a grocery store it was a nonconforming use. It is a RT1, which is a single family---I can't recall it. I would like to get it as a use for nonconforming for a coffee house. I'd like the fee waived or suspended pending further we are allowed to register it for its use to help the community.

Moermond: you think there is a business use because it is registered with the Secretary of State and I'm going to say that's different than zoning approval or building code. With respect to the uses you have been doing, you are renting tables and chairs, meeting people there, housing unsheltered people there, and renting it

most recently as a large party with juveniles and requiring police presence. You were present and allowed police to disperse the crowd.

Glass: I wasn't present.

Moermond: thought you said you were there.

Glass: when I got to the building the crowd was beyond my control and I couldn't do anything. I didn't allow the party to take place. I wasn't present. I allowed Tiffany to do her business, which is event planning. I didn't have any knowledge prior to pulling up to the event. I wasn't present nor did I schedule it.

Moermond: it is your property and you are responsible for it. If this happens it isn't about your tenant it is about your use of the space, which you weren't renting for a mercantile use which is what zoning allowed for. Now you're talking about convenience store or coffee shop and it will cost \$50,000 and your ask is to not pay the Vacant Building fee while you sort these things out.

Glass: no ma'am. The convenience store is what was there before. I have associates who do have successful stores and looked into doing that initially. We concluded it would cost over 50k to put that in. it wouldn't make sense in that community where there are several and would be competing with larger corporations like Walmart. We didn't do that because it wasn't feasible to take that approach so we registered with the Secretary of State a business in the place of it not being a mercantile as far as a convenience store but with intention of putting a coffee house in. We want it to be owned by the nonprofits that meet within the space. No money really being generated from this building since it doesn't have a definite purpose as far as a day-to-day operation.

Moermond: you bought it January 4, 2023. The staff report in November 2022 got approved as a mercantile use. Then you weren't sure what to do because it was so expensive to continue as a convenience store and now you want to pause the Vacant Building registration pending you establishing this as a coffee shop?

Glass: correct. When we purchased the property the only history we had of that building was it had---its on one parcel but there is a single-family home and a commercial building. The only thing we knew is that years prior to our purchase it used to be Leo's Candy store. That's what we've been pushed to put back in its place. I don't know enough about running a candy or convenience store to give you information on that. that's all we knew prior to purchase. It didn't seem ideal to put it in there.

Moermond: you bought a building recently locked in with that use and if you didn't understand what you were buying that's due diligence on your part or disclosure of seller. The City isn't a party to that. What we're stuck with is an illegal usage of the property and have a low level of trust of how you manage the property. It is being used for assembly though it isn't approved as such. That has different requirements.

Imbertson: of the range of uses mentioned I'll just say as an actual office I would see little change physically needed but would still have to be reviewed by zoning. As assembly or even temporary housing those are both extreme concerns and is no where close to meeting safety requirements for those purposes.

Moermond: you've got a 90-day waiver. That means if you can get this back online with a legal use within 90 days of April 29, August 1, there will be no fee forthcoming. If you want to change its use you need to work with someone who can confirm code

requirements for you. I can't do that here.

Glass: I sincerely apologize that this happened in the community, it isn't what we're about.

Referred to the City Council due back on 5/28/2025

6 [RLH VBR 25-21](#)

Appeal of Gladys Igbo to a Vacant Building Registration Fee Warning Letter at 385 UNIVERSITY AVENUE WEST.

Sponsors: Bowie

Layover to LH May 20, 2025 at 1 pm for further discussion after PO speaks to building inspector.

Gladys Igbo, owner, appeared via phone

[Moermond gives background of appeals process]

Staff report by Supervisor Matt Dornfeld: this was previously appealed in front of you, given a 180-day waiver, and required a Code Compliance Inspection Report. There are permits on file but haven't had any activity and are open.

Igbo: it isn't vacant. I did pay everything. All the permits. I wrote a personal check and the Department of Safety & Inspections cashed it for \$2,041.96. it is restored. I did contact Mr. Clint Zane who never showed up. I also contacted Marcia Halliday but no one has showed up. I'm disputing the fee because it isn't vacant. The City didn't send anyone to look at it. I am willing to show it if someone will show up. All the permits were paid. That was August 9, 2024 that I paid.

Moermond: Mr. Dornfeld, do you have Flannery Construction pulling permits?

Dornfeld: yes.

Igbo: my building was operational then a vehicle hit it. I got insurance money but it wasn't enough. Flannery was going to do \$157,000 to restore the building. The person who hit it didn't have insurance. I only received \$40,000. I had to use a cheaper company and everything got done. I contacted Clint and no one showed up.

Moermond: the City is looking for warm air, mechanical and building permits that are open to be closed. That means each of those areas needs to have an inspector go through and final the permits.

Igbo: exactly, exactly. That's why I called.

Moermond: it is confusing because the name on the permits is Flannery Construction. That is saying their taking responsibility, their license, bonding. It could be that is making it difficult for you to get them finalized if someone else came in to do the work. You'll have to sort that out with Mr. Zane.

Igbo: they have to come and look and see it isn't in default. They need to physically come. I have to be there to open the door. There is a sign, when I paid all that money, the sign at the window checked off all those things on University Avenue and no one saw that or contacted me to ask to get in.

Moermond: what I was trying to explain is that it is normal in these cases for the

contractor whose name is on the permit to be the one in communication with the inspector.

Igbo: oh, I see. I can have the contractor call. Everything is done. I can be there to open the door. I see what you are saying now. I couldn't use Flannery because it was too expensive. You can ask him. I told them I'm sorry I can't retain you because insurance only gave me \$40,000. You are charging me \$156,000. I let them go. I hired the cheaper worker to get it restored, which it is. Everything is done. Just needs to be checked for safety. I have Clint Zane's number. I have all the numbers.

Moermond: we'll let him know you'll be calling. Let's talk next week and see if we can have this straightened out by then.

Laid Over to the Legislative Hearings due back on 5/20/2025

7 [RLH VBR 25-20](#) Appeal of Andy Dawkins and Richard Bowen to a Vacant Building Registration Requirement at 767 UNIVERSITY AVENUE WEST.

Sponsors: Bowie

Layover to June 10, 2025 at 1 pm for further discussion.

Andy Dawkins, co-owner, appeared via phone

Rick Bowen, co-owner, appeared via phone

Moermond: should we be adding Mr. Bowen to the call?

Dawkins: I'm right by his side at the hospital bed now.

Moermond: looks like the Fire Certificate of Occupancy deadlines were missed and it was referred to the Vacant Building program.

Staff report by Supervisor Mitchell Imbertson: commercial office building previously appealed and given different deadlines for the repairs. We did a reinspection March 21, 2025 for that deadline and the work wasn't done and the property still was listed for sale and not occupied. As it hadn't met the deadline it was referred to Vacant Building for monitoring.

Staff report by Supervisor Matt Dornfeld: reopened as a Category 2 Vacant Building per Inspector Imbertson's testimony.

Bowen: first of all, there was no reinspection that showed up. I was waiting to find out when it was so we could have someone there to let him in. I'm not sure what reinspection could possibly have happened.

Imbertson: a large amount of the work was visible from exterior and were able to view enough items to see that it didn't meet the appeal deadlines. We saw no progress on the exterior items. It was enough to verify it wasn't in compliance with that deadline. Since it hadn't met the March deadline it wouldn't have made a difference at that point if interior work were done, actions would have been the same.

Moermond: was a letter sent?

Bowen: no letter, just the Vacant Building fee after the "reinspection". We didn't know you were coming out. We thought it was after March 21 sometime. We've had all the windows done; handrail is fixed to the porch. Cement steps were done.

Dawkins: we had until October for the exterior, anyway, I thought.

Imbertson: there were multiple items on the March 21 list that were visible from the outside and the inspector observed those to be not completed. We also didn't have a plumbing permit obtained for the interior plumbing work. Based on that we knew the property was not in compliance. I believe the inspector attempted to contact you, but I don't have exact notes on the time. It wouldn't have made any difference in our actions since appeal deadlines weren't met.

Moermond: the resolution says: grant to March 21, 2025 for orders related to interior items and wires; grant to October 31, 2025 for exterior related items, except for repair or replacement of broken windows which has extension to June 1, 2025; grant the appeal to be released from the Vacant Building Program. So that means the wires weren't taken care of?

Imbertson: yes.

Dawkins: Rick called to get an extension and you said to do a Vacant Building fee instead. We never got word of extension. I don't know what wires they're talking about.

Bowen: they've been removed.

Moermond: it is item 9 on the report.

Dawkins: you said that was done, Rick?

Bowen: yes. He told me it was done.

Moermond: the plumbing issue was what?

Imbertson: item 14, no plumbing permit was pulled. Correctly install the unsupported PEX piping from first floor kitchen sink through the floor to the second-floor bathroom. It was run incorrectly. There would be no way to comply without rerunning new plumbing which would require a permit.

No notes from the inspector beyond notes stating what deficiencies were remaining.

Moermond: you need to pull that plumbing permit. What did you do with the first and second floor piping issue?

Bowen: I haven't been able to get to the office to view what has been done. I'm just going by what Jamie has told me. Jamie is our on-site work person who does repairs and mows.

*Imbertson: I would just say I pulled up the photos from the March 21 inspection by Sebastian Migdahl and it does
We'll talk again Tuesday June 10 at 1 pm.*

Laid Over to the Legislative Hearings due back on 6/10/2025

1:30 p.m. Hearings

Orders To Vacate - Fire Certificate of Occupancy

8 [RLH VO 25-8](#)

Appeal of James Parker, tenant, to a Revocation of Fire Certificate of Occupancy and Order to Vacate at 1220 SHERBURNE AVENUE.

Sponsors: Privratsky

Layover to May 27, 2025 at 1:30 pm for further discussion after May 22 fire inspection at 11 am.

Dayana Valmyr, owner, appeared
James Parker, tenant unit 6, appeared

Staff report by Supervisor Mitchell Imbertson: this was previously in appeals and we were working off findings of that appeal. On reinspection we found it not in compliance and April 29, 2025 it went to pending revocation, a notice to comply with the remaining repairs or vacate. On the report we have damaged and rotting window frames and a number of items specific to unit 6. We were looking for repairs to be completed by May 15 or property vacated.

Moermond: property or unit?

Imbertson: entire property due to noncompliance.

Valmyr: I believe Mr. Parker called and he did start working with us. We fixed what we could. However, he stopped letting people in for the bathroom and the crack in the ceiling and something about the kitchen. The only problem is the tenant not letting us in to do any repairs. He called the police several times. He's been arguing with maintenance people coming to fix things. We've been having issues with this tenant doing other things. The reason why anything isn't fixed in 6 is because he wasn't letting anyone in. We'd give notice. I have spent lots of money sending people there without anything fixed. As far as the windows, we have been talking to different companies to do the whole building. It is a big project. We have been getting bids, I'd like more time on that. I want to get it done but it is a big project. We're working on other apartments than 6. James is always arguing with staff and not letting anyone in.

Moermond: is it a lease violation to deny access?

Valmyr: yes, we are in the process of doing an eviction. The first one something happened, so we have another case coming up. I purchased this building 2 years ago. He refused to sign a new lease. The purpose of the building is providing services for those with disabilities, low income. 99% of the apartments are brand new except 6. He is in a month-to-month lease now. We gave him notice to move out, he stopped paying rent, and then started calling the City. He never gave us notice to fix anything. He hasn't paid rent in seven months. That's why we're doing several separate things. He has changed keys in the past so we didn't have access, we changed it back. James hasn't been paying rent, disturbing residents, calling staff horrible names, after calling the City to complaint I did talk to him about it. I'm not sure, but the only reason things aren't fixed is due to no access.

Moermond: looks like you started out in District Court but were sent up here.

Parker: yes. I'm appealing because there were a few issues with the whole building like she mentioned and there were 3 that have to do with my unit specifically. A bathroom switch, which was replaced months ago.

Moermond: it can't be removed from the list if the inspector didn't get access.

Parker: he did get access.

Imbertson: it wasn't abated because there is still an open electrical permit we needed inspected and finalized. The permit was for much more extensive work than on our report, a complete panel replacement. You don't need a permit for the switch, but we can't sign off on it until the permit is finalized. We consider it related because the main panel board for the unit was replaced. Understandable about the confusion.

Parker: next would be the living room, number 4, the window. Going to happen in the future. The ceiling has large cracks in the bedroom is starting to crumble. Let me rewind some now. When Dayana took over, I'd been leasing from another person, I'd just moved in a couple months earlier. I would text her about things and it wouldn't get done. Then I got bed bugs. I texted her and said hey, this needs to be addressed and she said it isn't the landlord's responsibility to deal with bed bugs. I have this documented for the courts. I started treating myself for the bedbugs. Then I start withholding my rent because multiple repairs have not been done.

Moermond: did the courts say you could do that action?

Parker: legally you don't need the courts permission, as long as I notify her. Then she filed for eviction. So, I called the City so I can have documentation of things not being fixed for Court. Finally, after the City came I started getting bedbug treatment. No other repairs. Then my sink started leaking affecting the unit below me. Then she got a plumber in to fix the sink in the kitchen and bathroom.

We went to one court eviction hearing, dismissed. Went to two, dismissed. Now we are in another one.

Moermond: why won't you provide access?

Parker: the maintenance guy has been coming over without giving 24-hour notice. I've told Dayana that multiple times. I told the maintenance guy, he said she was supposed to tell me. Happened way too many times for it to be a coincidence. Come home one day and the maintenance guy said the water was shut off. I texted Dayana. She said we didn't shut it off. Then he comes to my door and knocks and said why are you saying I shut the water off. It was a weird encounter.

Moermond: none of that is in front of me. The open question now are the cracks and where are you at with that?

Parker: do you not want to know why the maintenance man isn't allowed in anymore?

Moermond: tell me, I guess. I'm not sure how this connects. You're giving me a long history, but I just have these 3 things in the orders.

Parker: and I'm telling you there are 3 things and that's why they haven't been repaired yet. Because he lied to me, shut off my water, then called the police and tried to say I assaulted him. The police came and said he isn't allowed in my unit anymore. They said to let Dayana know to have a different maintenance man come. When I got this letter Saturday, I went to the store, bought the foam and filled the holes with spray foam and puttied the cracks on the ceiling. I did it myself before I came to file the appeal. That's the gist of it. It didn't get repaired just because of issues. It is repaired now.

Moermond: so, you say. Nothing is done until I have an inspector confirming that. Spray foam is generally not a solution, but Mr. Imbertson, thoughts?

Imbertson: I agree with that, especially if there was going to be more time considered for the windows. My concern would be if that was a large extension we'd want to see the other work in the property done first.

Valmyr: most of the things he is saying is false. He never reported any water leaking in his apartment. This is the first I'm hearing of that. Again, the largest problem is no access to fix it. The bathroom is an easy fix, but we can't get in. when he's in his apartment blocking the door we aren't going to push in. I'd like to have the police come in the future. I would want for all the windows more time to have a professional replace them all. We have maintenance working on the whole building. I'd like him to give us access as soon as possible.

Moermond: I don't know the police can deny access to a worker. There's no court order or anything. Them saying that—

Parker: I was going to file a restraining order, but then no work would get done in the building.

Moermond: the police can say it's maybe a good idea, but they don't have authority to bar someone from the property. We have a capital project on the windows, 11-unit building, this summer?

Valmyr: yes.

Moermond: a few stray items for unit 6, yes?

Valmyr: I'd like to ask how he wants to replace anything when he won't let us in?

Parker: there are no repairs that need to be made. I swear to you. You know my apartment is the nicest one in the building. When the inspector comes back in and looks at the ceiling—

Moermond: and I need you two to talk to me, not to each other. Sometimes that feels confrontational for that type of conversation.

Parker: I just want to tell her that when inspectors come back on Friday to inspect, they will see I did—

Moermond: inspectors go back when we decide they do and it is all waiting for this hearing and recommendation to be concluded. My concern is lack of access. You've represented you did the repairs yourself. I'm not sure that the repairs are adequate or that you have the legal authority to actually execute repairs on the physical building.

Parker: I don't understand that, no.

Moermond: I don't know you have the legal ability to do the repairs outlined in this order or if that is the responsibility that is assumed in the lease to be that of the owner.

Parker: to spray foam in?

Moermond: clearly the way your face is looking at me you want to be in an argument.

Parker: we're adults. Straightforward. I told you what I did. I told you the issues I've had.

Moermond: and I told you I'm not about the past issues. Is it about what is in front of me right now. The landlord is saying you aren't giving access for repairs. I can't force you to provide access. I can say the inspector has to have access to approve or not approve.

Imbertson: Inspections were done by Inspector Bono and assisted by Der Vue. For items in six we'd need access to reinspect. We had a conversation about the electrical permit. For that we'd be looking to see the permit was finalized.

Valmyr: how would I fix anything in number 6 when Mr. Parker won't let anyone in? It isn't just one person, it is multiple.

Parker: no, that's not true. It is one person.

Valmyr: even if I send a plumber there, they'll be knocking on the door and yes, we send notice. I've been texting and we also give him a letter under the door. I don't know how to do that. We'd like access to six to fix these matters. The big thing is now is Mr. Parker won't let us in his apartment at all.

Parker: that's a lie.

Moermond: I'm looking at this and this is sort of the Department of Safety & Inspections saying we've had it with ya'll, it is time to revoke the certificate for long-term noncompliance. Game over. They want it vacated. Ordering it vacated has two impacts: it would stop rent from coming in for you and would take away your housing, sir. It is a bad/bad situation. Ideally you'd work together to resolve this. Finding time for contractors to get in is on you folks. I can't involve myself in your relationship. What we can get is a reinspect with Ms. Bono and Ms. Vue. I'm comfortable with an extension on the windows during this construction season.

Imbertson: I agree with that plan and statement that we don't get involved with coordinating access for the repairs. We need access to verify the work is completed and anyone who meets us at the property with authority to allow us in for reinspection is acceptable based on how you arrange that—whether that's maintenance, property manager, or tenant. We don't get involved with access for repairs. Follow whatever process is in place under your lease.

Moermond: was there a Responsible Party present for the inspection of Unit 6 in the past?

Imbertson: I'd have to look; I can find it out.

Moermond: where I'm going with that is whatever corrections the inspector says are required, the Certificate of Occupancy Responsible Party, in this case EV Properties, should be witness to that. Someone with eyes and ears available to do that. Especially when there is controversy. Can we get those inspectors in within 2 weeks?

Imbertson: that's reasonable.

Valmyr: that's for unit six?

Moermond: yes, and you need to do the smoke alarm affidavit it sounds like that. The window frames, do you have a bid with a time-frame?

Valmyr: I have a few. One is coming out today. Two next week. A week to get me a

quote.

Moermond: so, when we talk next I'm looking for a plan to get them done and when they can be done by. Based on that we can look at what a logical extension is.

Valmyr: I'd say more than a week for six so I have time to schedule and so I can be there too. Just with all the fixes.

Moermond: I don't think so. There needs to be agreement on what needs to be done before any extension is given to figure that out. That's a matter for the inspector to make a call on.

Imbertson: 11 am on May 22?

Valmyr: and this is to have everything fixed in 6?

Moermond: right now, a representation has been made that it is addressed. We'll approach it like that, addressed? Sufficiently addressed? You'll want to get that electrical permit finalized. Talk to your contractor about that. Does 11 am on May 22 work for you both?

Parker: yes. I have one other question. Since this appeal was the same building for both of us, but we both had to pay an appeal fee, can I get my fee refunded? Since it is the same type of thing?

Moermond: no. Yours is its own case.

Parker: ok.

Laid Over to the Legislative Hearings due back on 5/27/2025

9 [RLH VO 25-9](#)

Appeal of Dayana Valmyr to a Revocation of Fire Certificate of Occupancy and Order to Vacate at 1220 SHERBURNE AVENUE.

Sponsors: Privratsky

Layover to May 27, 2025 at 1:30 pm for further discussion after May 22 fire inspection at 11 am.

Dayana Valmyr, owner, appeared
James Parker, tenant unit 6, appeared

Staff report by Supervisor Mitchell Imbertson: this was previously in appeals and we were working off findings of that appeal. On reinspection we found it not in compliance and April 29, 2025 it went to pending revocation, a notice to comply with the remaining repairs or vacate. On the report we have damaged and rotting window frames and a number of items specific to unit 6. We were looking for repairs to be completed by May 15 or property vacated.

Moermond: property or unit?

Imbertson: entire property due to noncompliance.

Valmyr: I believe Mr. Parker called and he did start working with us. We fixed what we could. However, he stopped letting people in for the bathroom and the crack in the ceiling and something about the kitchen. The only problem is the tenant not letting us in to do any repairs. He called the police several times. He's been arguing with

maintenance people coming to fix things. We've been having issues with this tenant doing other things. The reason why anything isn't fixed in 6 is because he wasn't letting anyone in. We'd give notice. I have spent lots of money sending people there without anything fixed. As far as the windows, we have been talking to different companies to do the whole building. It is a big project. We have been getting bids, I'd like more time on that. I want to get it done but it is a big project. We're working on other apartments than 6. James is always arguing with staff and not letting anyone in.

Moermond: is it a lease violation to deny access?

Valmyr: yes, we are in the process of doing an eviction. The first one something happened, so we have another case coming up. I purchased this building 2 years ago. He refused to sign a new lease. The purpose of the building is providing services for those with disabilities, low income. 99% of the apartments are brand new except 6. He is in a month-to-month lease now. We gave him notice to move out, he stopped paying rent, and then started calling the City. He never gave us notice to fix anything. He hasn't paid rent in seven months. That's why we're doing several separate things. He has changed keys in the past so we didn't have access, we changed it back. James hasn't been paying rent, disturbing residents, calling staff horrible names, after calling the City to complaint I did talk to him about it. I'm not sure, but the only reason things aren't fixed is due to no access.

Moermond: looks like you started out in District Court but were sent up here.

Parker: yes. I'm appealing because there were a few issues with the whole building like she mentioned and there were 3 that have to do with my unit specifically. A bathroom switch, which was replaced months ago.

Moermond: it can't be removed from the list if the inspector didn't get access.

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Moermond: did the courts say you could do that action?

Parker: legally you don't need the courts permission, as long as I notify her. Then she filed for eviction. So, I called the City so I can have documentation of things not being fixed for Court. Finally, after the City came I started getting bedbug treatment. No other repairs. Then my sink started leaking affecting the unit below me. Then she got a plumber in to fix the sink in the kitchen and bathroom.

We went to one court eviction hearing, dismissed. Went to two, dismissed. Now we

are in another one.

Moermond: why won't you provide access?

Parker: the maintenance guy has been coming over without giving 24-hour notice. I've told Dayana that multiple times. I told the maintenance guy, he said she was supposed to tell me. Happened way too many times for it to be a coincidence. Come home one day and the maintenance guy said the water was shut off. I texted Dayana. She said we didn't shut it off. Then he comes to my door and knocks and said why are you saying I shut the water off. It was a weird encounter.

Moermond: none of that is in front of me. The open question now are the cracks and where are you at with that?

Parker: do you not want to know why the maintenance man isn't allowed in anymore?

Moermond: tell me, I guess. I'm not sure how this connects. You're giving me a long history, but I just have these 3 things in the orders.

Parker: and I'm telling you there are 3 things and that's why they haven't been repaired yet. Because he lied to me, shut off my water, then called the police and tried to say I assaulted him. The police came and said he isn't allowed in my unit anymore. They said to let Dayana know to have a different maintenance man come. When I got this letter Saturday, I went to the store, bought the foam and filled the holes with spray foam and puttied the cracks on the ceiling. I did it myself before I came to file the appeal. That's the gist of it. It didn't get repaired just because of issues. It is repaired now.

Moermond: so, you say. Nothing is done until I have an inspector confirming that. Spray foam is generally not a solution, but Mr. Imbertson, thoughts?

Imbertson: I agree with that, especially if there was going to be more time considered for the windows. My concern would be if that was a large extension we'd want to see the other work in the property done first.

Valmyr: most of the things he is saying is false. He never reported any water leaking in his apartment. This is the first I'm hearing of that. Again, the largest problem is no access to fix it. The bathroom is an easy fix, but we can't get in. when he's in his apartment blocking the door we aren't going to push in. I'd like to have the police come in the future. I would want for all the windows more time to have a professional replace them all. We have maintenance working on the whole building. I'd like him to give us access as soon as possible.

Moermond: I don't know the police can deny access to a worker. There's no court order or anything. Them saying that—

Parker: I was going to file a restraining order, but then no work would get done in the building.

Moermond: the police can say it's maybe a good idea, but they don't have authority to bar someone from the property. We have a capital project on the windows, 11-unit building, this summer?

Valmyr: yes.

Moermond: a few stray items for unit 6, yes?

Valmyr: I'd like to ask how he wants to replace anything when he won't let us in?

Parker: there are no repairs that need to be made. I swear to you. You know my apartment is the nicest one in the building. When the inspector comes back in and looks at the ceiling—

Moermond: and I need you two to talk to me, not to each other. Sometimes that feels confrontational for that type of conversation.

Parker: I just want to tell her that when inspectors come back on Friday to inspect, they will see I did—

Moermond: inspectors go back when we decide they do and it is all waiting for this hearing and recommendation to be concluded. My concern is lack of access. You've represented you did the repairs yourself. I'm not sure that the repairs are adequate or that you have the legal authority to actually execute repairs on the physical building.

Parker: I don't understand that, no.

Moermond: I don't know you have the legal ability to do the repairs outlined in this order or if that is the responsibility that is assumed in the lease to be that of the owner.

Parker: to spray foam in?

Moermond: clearly the way your face is looking at me you want to be in an argument.

Parker: we're adults. Straightforward. I told you what I did. I told you the issues I've had.

Moermond: and I told you I'm not about the past issues. Is it about what is in front of me right now. The landlord is saying you aren't giving access for repairs. I can't force you to provide access. I can say the inspector has to have access to approve or not approve.

Imbertson: Inspections were done by Inspector Bono and assisted by Der Vue. For items in six we'd need access to reinspect. We had a conversation about the electrical permit. For that we'd be looking to see the permit was finalized.

Valmyr: how would I fix anything in number 6 when Mr. Parker won't let anyone in? It isn't just one person, it is multiple.

Parker: no, that's not true. It is one person.

Valmyr: even if I send a plumber there, they'll be knocking on the door and yes, we send notice. I've been texting and we also give him a letter under the door. I don't know how to do that. We'd like access to six to fix these matters. The big thing is now is Mr. Parker won't let us in his apartment at all.

Parker: that's a lie.

Moermond: I'm looking at this and this is sort of the Department of Safety & Inspections saying we've had it with ya'll, it is time to revoke the certificate for long-term noncompliance. Game over. They want it vacated. Ordering it vacated has two impacts: it would stop rent from coming in for you and would take away your

housing, sir. It is a bad/bad situation. Ideally you'd work together to resolve this. Finding time for contractors to get in is on you folks. I can't involve myself in your relationship. What we can get is a reinspect with Ms. Bono and Ms. Vue. I'm comfortable with an extension on the windows during this construction season.

Imbertson: I agree with that plan and statement that we don't get involved with coordinating access for the repairs. We need access to verify the work is completed and anyone who meets us at the property with authority to allow us in for reinspection is acceptable based on how you arrange that—whether that's maintenance, property manager, or tenant. We don't get involved with access for repairs. Follow whatever process is in place under your lease.

Moermond: was there a Responsible Party present for the inspection of Unit 6 in the past?

Imbertson: I'd have to look; I can find it out.

Moermond: where I'm going with that is whatever corrections the inspector says are required, the Certificate of Occupancy Responsible Party, in this case EV Properties, should be witness to that. Someone with eyes and ears available to do that. Especially when there is controversy. Can we get those inspectors in within 2 weeks?

Imbertson: that's reasonable.

Valmyr: that's for unit six?

Moermond: yes, and you need to do the smoke alarm affidavit it sounds like that. The window frames, do you have a bid with a time-frame?

Valmyr: I have a few. One is coming out today. Two next week. A week to get me a quote.

Moermond: so, when we talk next I'm looking for a plan to get them done and when they can be done by. Based on that we can look at what a logical extension is.

Valmyr: I'd say more than a week for six so I have time to schedule and so I can be there too. Just with all the fixes.

Moermond: I don't think so. There needs to be agreement on what needs to be done before any extension is given to figure that out. That's a matter for the inspector to make a call on.

Imbertson: 11 am on May 22?

Valmyr: and this is to have everything fixed in 6?

Moermond: right now, a representation has been made that it is addressed. We'll approach it like that, addressed? Sufficiently addressed? You'll want to get that electrical permit finaled. Talk to your contractor about that. Does 11 am on May 22 work for you both?

Parker: yes. I have one other question. Since this appeal was the same building for both of us, but we both had to pay an appeal fee, can I get my fee refunded? Since it is the same type of thing?

Moermond: no. Yours is its own case.

Parker: ok.

Laid Over to the Legislative Hearings due back on 5/27/2025

2:00 p.m. Hearings

Fire Certificates of Occupancy

- 10 [RLH FCO 25-28](#) Appeal of Rosa Gomez to a Correction Notice-Reinspection Complaint at 1123 PAYNE AVENUE, UNIT 2.

Sponsors: Yang

Layover to May 20, 2025 at 2 pm for staff follow up.

Laid Over to the Legislative Hearings due back on 5/20/2025

- 11 [RLH FCO 25-27](#) Appeal of Mary Durkop to a Correction Notice - Re-Inspection Complaint at 1725 THOMAS AVENUE.

Sponsors: Privratsky

Layover to LH May 20, 2025 at 2 pm.

Called at 3:05 to 612-325-1161 no message (said Ken Hertz)

Called at 3:04 to 612-325-1161 no message (said Ken Hertz)

Voicemail at 3:05 pm for Mary Durkop: I guess you provided an alternate number which was sending the call directly to a Voicemail for Ken Hertz, if you could let us know if that's correct. We'll email you following up.

[Note: after hearing Ken Hertz called saying it was correct he was called. Told about 1 week layover and confirmed email address to be copied on letter -JZ]

Laid Over to the Legislative Hearings due back on 5/20/2025