



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

JUL 22 2014

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number check 6026)
 - 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, <u>July 29, 2014</u>	
Time <u>2:30</u>	
Location of Hearing:	
Room 330 City Hall/Courthouse	

e-mail sent w/ appt info on 7-22-14

Address Being Appealed:

Number & Street: 1125 Margaret St City: St. Paul State: MN Zip: 55106

Appellant/Applicant: RHA 3 LLC ^{Jeff Swanson} Email: Jswanson@havenbrookhomes.com

Phone Numbers: Business _____ Residence _____ Cell 612-384-0744

Signature: *Jeff Swanson* Date: 7-15-14

Name of Owner (if other than Appellant): RHA 3 LLC

Mailing Address if Not Appellant's: 1611 County Rd B West, Suite 104
Roseville, MN 55113

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
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

Foundation Wall Cavein - in Process of Repair
See Contractor Estimate for repair



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Nuisance Building Code Enforcement
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
651-266-8989
651-266-1919
www.stpaul.gov/dsi

July 08, 2014

Scott Beck
Rha 3 Llc
3505 Koger Blvd Suite 400
Duluth GA 30096

VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at

1125 MARGARET ST

you are required by law to register this building with the Department of Safety and Inspections on the form provided with this letter and to pay the annual Vacant Building registration fee of **\$1,440.00**. The purpose of this fee is to provide partial reimbursement to the City for administrative costs. This fee is due annually as required in Saint Paul Legislative Code Chapter 43.

The renewal due date for this building is August 07, 2014. The annual registration fee and the enclosed registration form for this building is due on the renewal date. If you pay by mail, please fill in the enclosed registration form and return it with your payment.

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.

Do not mail cash.

If you wish to pay in person, you may do so from 8:00 a.m. to 4:00 p.m. Monday through Friday at:
DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

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.

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, Dave Nelmark, at 651-266-1931 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, Dave Nelmark, at 651-266-1931.

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: dn

vb_registration_renewal_notice 11/12

Property Recovery Services L.L.C. Service Agreement

This Agreement is entered into this 9th day of June, 2014 and between Property Recovery Services L.L.C. and Havenbrook Construction, LLC.

PURPOSE OF AGREEMENT: PROPERTY RECOVERY SERVICES L.L.C. agrees to provide the following described labor, materials and/or equipment in accordance with plans and specifications as may be referred to herein by reference.

SCOPE OF WORK 1125 Margaret ,St.Paul , MN.

Repair foundation wall approx. 7.5H x 48 ln. ft. limestone, replace with 12" block, core fill every four (4). Install footings (25x20"x8) 3500-psi concrete mix-tie into existing limestone pour back concrete floor. Work area will be cleaned to a reasonable level for a construction work area with all forms being removed within three (3) days of completion.

Additional information: Proposal price includes damp proof foundation wall, re-grading around the exterior foundation (the rear and the westside of the house). Put a swale and drain tile on the east side property so that water drains away from both foundations. Tuck point rear interior CMU foundation wall and seal.

CONTRACT PRICE AND PAYMENT SCHEDULE

\$36,500.00

Before work commences fifty percent (50%) of the total contract price shall be required. The remainder is due on or before the date of completion without demand. \$17,500.00 down.

CHANGE ORDERS

A Change Order must be issued by and between Property Recovery Services and owner for any variation from the scope of work as defined in this contract. The Change Order will define the requested, recommended, or necessary changes specific to that individual project. The Change Order amount will be due on or before the completion of the project without demand.

WARRANTY

Property Recovery Services shall provide its services and meet its obligations under this Contract in a timely and work like manner, using knowledge and recommendations for performing the services, which meet generally acceptable standards.

Warranty period shall not exceed 356 days from the completion date of this agreement. The warranty coverage against sinking, chipping, and flaking.

The warranty does not cover failure by defective substrate (or any other act of God), vandalism, abuse, neglect, or improper care or maintenance. Due to the many variables associated with concrete (freeze/thaw, heaving, hydrostatic pressure, etc.) Property

Recovery Services is **not responsible for any incidental, consequential, or special damages arising or resulting from the performance or nonperformance of any obligation under this agreement.**

RIGHT TO DISPLAY WORK

Owner agrees that Property Recovery Services shall have the right to use pictures of its work for marketing, subject to owner's approval.

PRE-LIEN NOTICE

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the 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.**

DISPUTE RESOLUTION

The parties will attempt to resolve any dispute (whether in contract, tort, or otherwise) between the parties, arising out of or relating to this Agreement, through face-to-face negotiation. Prior to arbitration, both parties shall use persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator. The existence or results of any negotiation or mediation will be confidential. In the event the parties are unable to resolve the dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue arbitration. To the extent that an arbitrator determines that a party to arbitration has failed to prevail in that arbitration, the arbitrator shall allocate to that party the costs of the arbitration, including reasonable attorney's fees and fees payable to the arbitrator.

SEVERABILITY

If any provision, paragraph, or subparagraph of this Agreement is adjusted by any court of law to be void or unenforceable in whole or in part, adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, or subparagraph of this Agreement is declared to be severable from every other provision, paragraph, or subparagraph and constitutes a separate and distinct covenant.

ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

GOVERNING LAW

This agreement shall be subject to and governed by the laws of the State of Minnesota irrespective of the fact that a party is or may become a resident of a different state.

NOTICES

All notices required to be given under the AGREEMENT shall be deemed delivered when deposited in the U.S. mail, first class postage prepaid, addressed to receipt at:

Property Recovery Services L.L.C.
1234 Insert address here
Minneapolis, MN 56789

IN WITNESS WHEREOF, the parties have executed the AGREEMENT as of the date first set forth above Property Recovery Services L.L.C.:

_____, Title

Date: _____

Owner:

Name

Address

City, State, Zip

Phone

Date: _____