



# 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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Tuesday, December 9, 2025

9:00 AM

Room 330 City Hall & Court House/Remote

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#### 9:00 a.m. Hearings

##### Making Finding on Nuisance Abatements

- 1 [RLH RR 25-34](#) First Making finding on the appealed substantial abatement ordered for 947 FREMONT AVENUE in Council File RLH RR 25-10. (December 9, 2025 Legislative Hearing)

**Sponsors:** Johnson

*Continue original \$5,000 PD and grant additional 120 days to rehab.*

*Voicemail for Jay Mitchell left at 9:33 am: this is Marcia Moermond from St. Paul City Council calling you about 947 Fremont and it looks like we have everything except that Performance Deposit posted. Get back to us with what is going on with that. We need to hear from you soon.*

**Referred to the City Council due back on 12/10/2025**

##### Remove/Repair Orders

- 2 [RLH RR 25-33](#) Ordering the rehabilitation or razing and removal of the structures at 810 MARYLAND AVENUE EAST within fifteen (15) days after the January 7, 2026, City Council Public Hearing.

**Sponsors:** Yang

*Recommendation forthcoming.*

*Adam Niblick, attorney o/b/o CVS, appeared*  
*Dan Goldin, Stanford Federal Credit Union, appeared via phone*  
*John Huegel, owner, appeared via phone*

*Moermond: we're following up on our last hearing. Since Mr. Niblick is actually in the room we'll have him speak first.*

*Niblick: it is a new tenant under a lease, not an actual sale. Things have progressed nicely since the last hearing. Owner and new tenant have finalized the terms of the lease. CVS and property owner are in the final terms of the lease termination, which will*

*include terms of CVS demolishing it, however the terms of the CVS lease termination will not become effective until the terms of the new lease with the new tenant become effective. Being able to properly sequence and coordinate the necessary actions of the parties under both the lease termination and the new lease, which includes CVS's obligation to demolish the structure, is important for successful transition of the property. For this reason, we are requesting a bit more time and deadline to raze the existing structure and any orders from the City be no less than 120 days from the January 7 Council Public Hearing. CVS is committed to continuing its increased property maintenance and surveillance services until the structure is properly razed.*

*Moermond: what I feel like I'm missing is what provisions in that transaction make that wait necessary, Mr. Huegel?*

*Huegel: the McDonald's transaction, we have signed a lease. They're ready to go. I can't see where CVS needs so much time to remove the building other than it being winter, I suppose. It has to come down one way or the other. I think it would be to their benefit to tear down what is there. That's where I'm at. As soon as they tear it down McDonald's can start, which they want to do as soon as possible.*

*Moermond: can you explain more about what the provisions are that make you think it can be handled more quickly rather than slowly?*

*Huegel,: I don't know how the City's permit process and how fast it goes, but my understanding is it does take some time. I thought the City was really wanting to get the building down. McDonald's can't do anything until it is gone. Right now the ball is in CVS's court.*

*Moermond: are you involved in this contract arrangement with McDonald's and CVS? How does that look for you.*

*Huegel,: CVS and McDonald's aren't involved in a contract, but I am in one with CVS and they were supposed to maintain the property which I'm sure you understand—*

*Moermond: and I am sure you heard my response last time that you are the owner so you don't get off the hook that easy, sir.*

*Huegel,: as I told you last time I knew it was in bad repair and sent photos to CVS and nothing happened. They were responsible for the building. In order for me to do anything with the land I need them to terminate the lease and tear down the building they were supposed to maintain.*

*Moermond: again, you are saying they were to do it but you had legal obligation to do it as well and I would be shocked if there weren't provisions in your contract with CVS that it was to be maintained in a particular way and legal remedies therein. You can say it but I won't believe it. What about your situation with McDonalds?*

*Huegel,: I've signed a contract with McDonald's.*

*Moermond: what are the timing provisions?*

*Huegel: I can't remember off the top of my head. I could send it to you after reviewing the lease. They want to go at it as soon as they can. They need the building down to do that. They're ready to go as soon as they get permits.*

*Niblick: the new lease between McDonald's and the landowner isn't something CVS has seen since we aren't a party to that contract. We are receiving updates from McDonald's and the landowner. We are in alignment and would like to sign the lease termination and get the building down ASAP, we just aren't privy to the discussion with McDonald's and the landowner. We believe there were additional action that needed to be taken before that could be finalized and our lease termination be effective. If what we are hearing today is that isn't the case, we would gladly get a lease termination executed that has an obligation for us to demolish the property and carry that out.*

*Moermond: what do you need to come to that conclusion? You need to know deadlines of that contract?*

*Niblick: all I'd really need is to get Mr. Heugel's signature on the lease termination that has those provisions in it, to terminate the lease and remove the building.*

*Huegel: we also need some dates in there. But yes, it is something that needs to be worked out, but I'm sure we can put some provisions in and get the building down right away and these other things worked out. The building is just destroyed. I think I can work with CVS to start their demolition.*

*Moermond: how much time will that arrangement take to make?*

*Niblick: I leave that in Mr. Heugel's hands. We're ready to execute now, but I also don't want to over promise and under deliver. We are in however in contact with McDonald's real estate department so there's a seamless transition from demolition, pulling permits, and building going up, but we aren't privy to the detailed terms.*

*Moermond: understandable, but yet we want a delay due to terms that are invisible. I'm hoping in the next couple weeks you two can come to some sort of understanding so we have clarity on timing and based on that I can develop a recommendation to Council moving forward. The Council Public Hearing January 7th. Mr. Heugel, are you represented in this type of transaction?*

*Huegel: no, I'm not.*

*Moermond: so McDonald's is providing the documents and you are signing them without an attorney?*

*Huegel: no, I did have an attorney from St. Paul review them. I'm just a little guy; I'm not Donald Trump believe me.*

*Moermond: I'm not sure that being a little guy means you can't have an attorney Mr. Niblick could work with the expedite this. Are they still representing you for this piece of land?*

*Huegel: he was just doing the McDonald's lease for me. After that I terminated that. I suppose I could contract him again.*

*Moermond: I think there's a lot of money on the line and municipal interest on the line and paying an attorney right now makes sense to make your life easier. If I were in Mr. Niblick's shoes and forced to do something I thought was your fault, that's not great for you either, even if you are right. Paying an attorney now to work through it ahead of time is penny-wise.*

*Huegel: I don't work with Mr. Niblick. There's another guy from CVS who I've been working with and he works with Mr. Niblick.*

*Niblick: I believe he's referencing CVS's in-house Council who I am in contact with regularly. I work with them since I'm boots on the ground and local and CVS's in-house counsel isn't. I would love to be able to come into the January 7th meeting say it will all be done before the City's deadline to raze, but we are only one party to this lease termination agreement and I can't commit to an executed agreement until both parties are signed off. I'll make sure we're in contact with Mr. Heugel and ironing out these details and if Mr. Heugel is representing we can get it done in that time period I believe CVS is also going to be very excited to get it done within that period. My only hesitation is I don't want to over promise and under deliver and be back in front of Council and have it look like we didn't do what we promised to do. Things always take longer than everyone anticipates.*

*Goldin: Mr. Niblick I want to point out we've executed a Subordination, Non-Disturbance, and Attornment Agreement (SNDA) with CVS. I want to point out any termination of the lease would require lender approval. I believe you have my contact information. I believe that SNDA is in force and agreement between SFCU and CVS as tenant and the Heugel's as landlords.*

*Moermond: I'm thinking certainly CVS's in-house Council is aware of that.*

*Goldin: we aren't represented by Counsel at this time.*

*Moermond: I need specific reasons why there needs to be a delay from CVS if an agreement can't be reached and how that demolition timeline affects CVS and why.*

*Niblick: the principle reason is the timeline and manner of demolition would be controlled by either McDonald's, the landowner, or CVS, and we are trying to sequence and coordinate these efforts and we don't want an undefined period of demolition—I know it is 15 days for the property owner to have—but it is a big process that doesn't happen overnight. City hires vendors, lots of work and assessments against the property and creates a whole lot of issues relating to the real property itself and we don't want that to interfere with a smooth transition otherwise. I know that there are a lot of moving pieces, but it is typical for a situation like this, and I know things typically take just a little bit longer than everyone believes, which is why we're asking for more time. We want to make sure it is a smooth transition and no deals blow up because of a delay or because the City is in control of the demolition, or a City vendor does something we don't have recourse against that would delay us being to effectuate the termination and McDonald's being able to effectuate their lease.*

*Moermond: if you gentleman could get back to me by the new year so I can look at something January 2nd, that would be really helpful for me to do before the Council Public Hearing January 7th. Then I have something to consider in writing. No question it is an order removal and now we're working around the edges.*

*Hoffman: and it needs to be shoveled. It is bad. And will need to happen today. Tomorrow. Probably again later this week.*

**Referred to the City Council due back on 1/7/2026**

**3**      [RLH RR 25-35](#)

Ordering the rehabilitation or razing and removal of the structures at 52 ELIZABETH STREET EAST within fifteen (15) days after the January 14, 2026, City Council Public Hearing.

**Sponsors:** Noecker

*Remove within 15 days with no option to repair.*

*No one appeared*

*Moermond: no one has reached out to our office to indicate they want to participate, and the certified mail was sent to the owner at the address of record with Ramsey County and we have returned mail.*

*Staff report by Supervisor James Hoffman:*

*The building is a one story, wood frame, single-family dwelling with a detached two-stall garage on a lot of 4,945 square feet. The property was condemned on February 7, 2025 due to a fire and was referred to Vacant Buildings with files opened on February 10, 2025.*

*The current property owner is Lane J Rapp Jr, per AMANDA and Ramsey County Property records. On October 1, 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 October 8, 2025, with a compliance date of November 7, 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 \$20,500 on the land and \$235.00 on the building.*

*Real estate taxes for 2023, 2024, and 2025 are delinquent in the amount of \$11,405.29, which includes penalty and interest. The property is scheduled for tax forfeiture on July 31, 2026. The vacant building registration fees were paid by assessment on April 2, 2025.*

*As of December 8, 2025, a Code Compliance Inspection has not been done. As of December 8, 2025, the \$5,000 performance deposit has not been posted. There has been a minimum of two Summary Abatement notices since 2025. There have been five work orders issued for: Garbage/rubbish, Boarding/securing and Tall grass/weeds. Code Enforcement Officers estimate the cost to repair this structure exceeds \$100,000. The estimated cost to demolish exceeds \$30,000.*

*Moermond: staff found no obituary. One fire February 7 and that was significant meaning it needed holes in roof and floors and a second fire February 14th, it looks like a squatter situation. The house was reported to have heavy content.*

*Hoffman: based off of the conversations I've had with Mr. Dornfeld, the owner was the one who started several fires in the building on different occasions. I believe more than twice, but I don't have that documentation.*

*Moermond: so he clearly has some issues. Two Summary Abatement Orders since 2025 and we simply don't know the situation prior to that because none of that is accessible.*

*Hoffman: correct.*

*Moermond: so that's problematic in determining the extent of the nuisance. I'll recommend the Council order it removed within 15 days with no option for its*

*rehabilitation.*

**Referred to the City Council due back on 1/14/2026**

## 10:00 a.m. Hearings

### Special Tax Assessments-Garbage

- 4 [RLH TA 25-470](#) Ratifying the Appealed Special Tax Assessment for property at 715 HOPE STREET (File No. CG25Q2B4, Assessment No. 250121)

**Sponsors:** Johnson

*Delete the assessment.*

*No one appeared*

*Moermond: staff is recommending deletion and it sounded like that was because she was ill and passed away?*

*Barden: yes.*

*Moermond: we can't delete assessments for that. But it does appear there was the cart situation with the previous hauler and wasn't shared and given to the City correctly, because of that we can delete it.*

**Referred to the City Council due back on 12/17/2025**

### Special Tax Assessments-Regular

- 5 [RLH TA 25-392](#) Ratifying the Appealed Special Tax Assessment for property at 586 BURGESS STREET. (File No. VB2513, Assessment No. 25889) (Refer to December 9, 2025 Legislative Hearing)

**Sponsors:** Bowie

*Layover to LH January 13th, 2026 at 10 am.*

*Voicemail: left at 9:55 am: this is Marcia Moermond from St. Paul City Council calling about Vacant Building fee for 586 Burgess St. Wondering if we can talk to Mr. Tom Novak. We'll try back in a few minutes and if unsuccessful we'll call you back.*

*Tried calling again at 9:59 am: no Voicemail left.*

**Laid Over to the Legislative Hearings due back on 1/13/2026**

- 6 [RLH TA 25-412](#) Ratifying the Appealed Special Tax Assessment for property at 1171 MINNEHAHA AVENUE EAST. (File No. J2601B, Assessment No. 268100)

**Sponsors:** Johnson

*Layover to LH January 13, 2026 at 10 am (CPH January 14).*

*Voicemail left at 9:57 am: this is Marcia Moermond from St. Paul City Council calling you about 1171 Minnehaha Avenue East. We really need a number to reach you during*

*the hearing time, we can't really have you calling us. This is for a boarding May 21st. We'll look at this again January 13th and talk to you then.*

**Referred to the City Council due back on 1/14/2026**

## 11:00 a.m. Hearings

### Summary & Vehicle Abatement Orders

- 7 [RLH SAO 25-62](#) Appeal of Deborah Ruberto to a Summary Abatement Order and Vehicle Abatement Order at 235 BATES AVENUE.

**Sponsors:** Johnson

*Layover to LH December 16, 2025 at 11 am. Staff to discuss parcel with CAO.*

*Voicemail at 10:31 am: this is Marcia Moermond from St. Paul City Council calling you about the order on the property on Bates. We'll reach out to Mr. Owens as well. We don't have all the info we need on this, but we do have some. Your hearing isn't until 11 and we thought we'd try and catch you.*

**Laid Over to the Legislative Hearings due back on 12/16/2025**

- 8 [RLH SAO 25-60](#) Appeal of Emmett J. Owens, Jr. to a Summary Abatement Order and Vehicle Abatement Order at 239 BATES AVENUE.

**Sponsors:** Johnson

*Layover to LH December 16, 2025 at 11 am. Staff to discuss parcel with CAO.*

*Emmett Owens, owner, appeared via phone*

*Moermond: I'm calling about your orders for your property. I've looked at the map on this one to try and figure out who is responsible for each piece and it looks like you and Deborah described it that the only part you own on the parcel are the building/units. But it doesn't tell us who is responsible for the rest of the parcel. That typically means everyone is equally responsible, but I'd like to talk to the City Attorney about that more. Orders went to everyone including Bruce, so we want to make sure he is aware and working with you. Have you spoken to him?*

*Owens: he refuses to talk to us. His tenant is partly responsible. It is a ball of confusion over here. I own my 3 units and pay my property taxes. I'm trying to comply. I don't know how he runs his stuff. He isn't a liked guy at all.*

*Moermond: how is the cleaning going. Are you on deadline? We did some extensions last time we spoke.*

*Owens: it looks fine, it is going ok.*

*Moermond: I'm going to consult with the City Attorney's office about this shared space. From everything I know all 5 properties are responsible for the shared space, but I'd like to get confirmation of that. Someone has to be responsible. We'll talk to you next week.*

**Laid Over to the Legislative Hearings due back on 12/16/2025**

**Correction Orders**

- 9 [RLH CO 25-15](#) Appeal of Lita Fierro to a Revised Correction Order and Summary Abatement Order at 927 DESOTO STREET.

**Sponsors:** Kim

*Grant to December 22, 2025 at 10 am for compliance with items: 1, 2, 3, 4, 5, 7, 9, 10, 16 and 17; grant to June 22, 2026 for balance of the October 13, 2025 orders (items 6,8,11,12,13, 14 and 15). Grant to December 22, 2025 for compliance with the SAO.*

*Lita Fierro, owner, appeared via phone*

*Moermond: we haven't seen anything on deadline work plans that you were supposed to do.*

*Fierro: I just got the papers yesterday. Me and my sister opened it last night. I called a lot of people about windows. They came out. I did that like four times. The cheapest was Window Nation. They did a deal for us, for \$19,000. Everyone else was like \$35,000.*

*Moermond: here's the thing, the windows are one thing. I'm willing to push that into the future but there were some things that gave me concern that will cost little to no money. I will also say you may not have got the letter until yesterday but you've had the orders for a while and also were on the line last week hearing the same thing. The letter was simply confirmation of what we talked about. Where are you at with the garbage in the back yard?*

*Fierro: that's gone, they did it the same day.*

*Moermond: because we don't have deadlines from you we need to give you some. I'd like to walk through this and we will send a letter as we have been. We've also been emailing these things to Tasha too. I think a bunch of it can be done by December 22. Then we can push the rest to June 22nd, 2026.*

*Martin: October 13th orders. These are revised from a July 10, 2024 order. December 22, 10 am: #1, access, #2 extension cords, #3 exterior sanitation rechecked, #4 extermination, #5 interior sanitation, #7 mechanical clearance, #9 combustible materials (removing lawn mowers from enclosed porch),*

*Fierro: it is batter, not gas. They said we can keep it there. The battery isn't stored in the machine.*

*Martin: #10, electric cover plates, #16 smoke detectors, then June 22 for balance of the orders.*

*Moermond: so all the expensive things are pushed out. The extermination is the most expensive thing on the short-term deadline.*

*Fierro: you will send me the list?*

*Moermond: of course. Again, these are the cheap or no cost items.*

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Referred to the City Council due back on 12/17/2025

## 1:00 p.m. Hearings

### Vacant Building Registrations, including Fire Vacate Order

- 10 [RLH VBR 25-32](#) Appeal of Eng Tat Ng to a Registered Vacant Building placard plus Notice of Condemnation-Unfit for Human Habitation-Order to Vacate at 1032 MAGNOLIA AVENUE EAST.

Sponsors: Yang

*Deny the appeal and waive the VB fee for 90 days (to February 25, 2026), make property a Cat 1 VB and allow permits to be pulled. Once waiver period expires property will become a Cat 2 VB and require a CCIR.*

*Eng Tat Ng, owner, appeared*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor Keith Demarest: we had contact at this property starting in October. This is a single-family home that does have a fire Certificate of Occupancy. We responded to several referrals to this property. October 30th 2025 a referral was sent about an extension cord was being run across the street of Magnolia from 1035 to 1032 Magnolia. Another complaint November 10th stating multiple power cords running from 1032 across the street to 1035 Magnolia. November 13 a referral was sent stating a generator was being used to power home in lieu of electricity. November 18th a referral was sent again stating a generator was being used to power the house.*

*November 20th Inspector Daryl Chute did an inspection of the property. Those orders are attached to the appeal. During that inspection done he noted the property be condemned due to no electrical service, no heat, and no smoke alarms present. Three additional pages of violations were also noted during the inspection. November 25th the property was placarded as a Vacant Building and at that time Inspector Chute drove by and found a generator running again. As of this morning, December 9, 2025, I contacted Xcel at 8 this am and they said electrical power is still off and the owner "needs to update the meter socket."*

*Largest issues are: condemnation due to no heat, no electric, no smoke alarms. Oven being used to warm property. Extension cords running from generator in garage to dwelling.*

*Moermond: can you expand, Xcel did the disconnect why?*

*Demarest: I don't have the exact date of when the power was turned off. When I called Xcel this morning, which is normal practice to call them to see if anything changed. They confirmed power is still off and the owner needs to update the meter socket. No other verbiage from them other than that.*

*Moermond: this is not at all a financial issue with paying bills, it is simply mechanical issue.*

*Demarest: I didn't ask.*

*Moermond: but there's the physical issue regardless. Got it.*

*Staff report by Supervisor Matt Dornfeld: we opened as a Category 2 from a Fire Certificate of Occupancy referral on November 25, 2025. At the moment inspector Gavin has it as being vacant and boarded.*

*Moermond: did you find it to be vacant at time of inspection?*

*Demarest: that's my understanding. The property owner was with Inspector Chute on the 20th and it was vacant, with possibly a squatter breaking in.*

*Ng: my tenant was to pay the electric bill, but they didn't pay. When they came to do the shut off they had a bill of over \$10,000. The tenant is with MHR sponsored by Section 8, so I get the rent. There were multiple attempts by the tenant's friend to reconnect the electric. Xcel won't turn it back on for them. I changed it back into my name and they want to make sure no one is living there and the previous tenant was out. They wanted proof of my ownership, which I sent them. They called me and said they can't reconnect the meter for me as a protection, they want to me have the electrical socket upgrade to heavy level box, second they want me to move the meter from the basement to the outside of the building. I have electrician that came by to look and due to the holiday I have to try and do it quick, they said it will cost \$6,000 to upgrade everything. I'm not ready for that large amount of money. The inspector can see the meter wasn't tampered with. He told me the reason they took the wire and ran it across the street, they were trying to listen to a boom box and watch tv. It wasn't connected to the whole house. Now Xcel is trying to play tough with me. That's the main thing.*

*I talked to the Xcel supervisor yesterday and telling them they shouldn't be asking me to upgrade. My meter wasn't even damaged. Then do the upgrade at a later date. They said it is a protection because of the bill. They were going to call them again today. You can check with them it is in my name now. I'll talk to them again about it and turn it back on. The whole condemnation is because of no electric. The furnace works there's just no electric. The tenant did turn on the gas heat in the oven. I turned that off. I also winterized the property, told SPRWS.*

*Moermond: what kind of furnace do you have?*

*Ng: gas. I got a permit through Paulie, and I contacted Mr. Humphrey to prevent this Vacant Building to proceed. I called him 3 times and haven't got a call back. I proactively tried to get things moving along. I've been out there every day shoveling and taking care of things every day since the condemnation.*

*Demarest: a permit was applied for November 26 for residential repair, issued December 3. Notes on the permit state repair loose siding, patching holes in exterior, repair broken window glass, roofing repair, no alteration of structure so no plan required.*

*Moermond: no electrical permit yet.*

*Ng: one electrician gave me \$6,000 estimate and another was \$5,000. He's coming out Thursday. I'm trying to get the electric back on, but at the same time if something needs to be done like that upgrade I can't do it right away. It is a long process with Xcel. Once the permit is closed, I have to go to the Xcel committee, and then they*

send it to the State.

*Moermond: I'm hearing you say that you had a tenant with mental health issues, and you received the rent checks and didn't really visit. I hear Mr. Demarest saying there's a compromised electrical system. I hear you say not only are cords running from house to house, they're running across a street with cars driving over them. I hear Xcel wants to treat this as a case that is high risk for tampering. I wasn't hearing them say it was tampered with for sure, but the steps they want to take is to lock the system down to prevent that. I don't know if the meter box was tampered with inside the home in a way not evident. The tone of Xcel's comments makes me think if it hasn't happened it is a high concern for them. That's why they want those measures taken, I think. Normally your equipment would be grandfathered in unless something is hazardous. The impact of the condemnation being in place means you don't have rent coming in currently. The next question is when can you rent it again? Obviously you have to have basic services: water, heat, electric. Because you don't have those things the Vacant Building program comes into play. The house is empty; no one is living there. That is a straight shot from condemned into the Vacant Building program per City law. That is because of the Vacant Building program definition: 1 being major code violations and 2 it is condemned. There are 7 total but both of those send it to Vacant Buildings and make it a Category 2 Vacant Building. That translates to this inspection list not being the punch list of things you need to do; it means you have to have a Code Compliance Inspection Report.*

*The Code Compliance Inspection Report itself isn't cheap. There's also the Vacant Building fee associated with the program. That's \$1,600. So that's \$2,500 out of the gate. So \$6,000 is looking pretty good. I hear you say you want to focus on getting the utilities back on safety and get it reoccupied. You have a permit pulled for basic repair work, that speak swell.*

*Ng: there was a generator in the garage and it was actually a squatter, a friend of my tenant, he tried to use the garage to repair a car. Originally he had a power cord running from the house to the garage. It wasn't powering garage to house. I took all the wires out when Inspector Chute was out. When the house didn't have power they brought a generator to warm the garage.*

*A car caught on fire before the condemnation. They were doing repairs. They were only heating the garage, not trying to power the whole house.*

*Moermond: you are describing a situation that continues to get worse from a Code perspective. Squatters in the garage I have two concerns: 1) are they living there, and 2) we have a generator running in a garage with the doors closed. That's a significant concern. Running a business out of a garage is also not ok. The final thing is that at a deeper level you don't have control of the property. That's problematic in terms of moving forward and I need to be more conservative in my approach to your appeal.*

*Mr. Demarest, is this a full Certificate of Occupancy inspection on November 21, or is it complaint based?*

*Demarest: they did a full inspection.*

*Ng: things move very fast. My tenant has breathing problems so when things shut off he can't be there, when I discovered the squatter was using the electric I took out all the wires from house to garage and the next day the friends came and took the generator and gas tank away. Chris Doree came by and saw it was gone. I asked*

Chute to put a condemnation sign on the garage as well. I didn't want anyone in any building. Nothing illegal is happening now.

Moermond: this blue car in the garage appears to have a very old tire on top of it, on top of cardboard and its very dusty. It makes me think work hadn't been done lately.

Ng: the guy was there for 2 weeks, he removed stuff from the garage, and planning to do repairs but not doing it.

Moermond: that makes me suspicious they're sleeping in there. I also see heavy content in the orders, so that needs to be removed before an inspection by your folks or a trades inspector.

Demarest: we would have condemned regardless due to the heavy content and heavy fire load in the property.

Ng: I took the flower pot from the fan.

Moermond: I'm inclined to recommend a 90 day waiver which takes us to February 25. That means if this is habitable again within 90 days, there will be no Vacant Building fee. A \$1,600 reward for moving quickly. You need to pull permits for the electrical work.

Ng: they actually upgraded the meter about 6 months ago. Chute saw it wasn't tampered with.

Moermond: a new meter as of 6 months away doesn't answer the question about tampering. Often tampering will result in a new meter. It doesn't really matter except it speaks to managing tenants. Let's have this be at Category 1 for 3 months, and allow permits. If it isn't done it will become a Category 2 Vacant Building and require a Code Compliance Inspection.

Demarest: I will investigate. I can certainly write it down somewhere.

Ng: I appreciate the 90 days, but I just thought that time is critical in this case and with the holidays things are moving slow, I'd appreciate if the 90 days started from today.

Moermond: not happening. We always count it from the day it joined the program. Your magic day is February 25th. You really want Fire to sign off on everything.

**Referred to the City Council due back on 1/7/2026**

## 2:00 p.m. Hearings

### Fire Certificates of Occupancy

- 11 [RLH FCO 25-75](#) Appeal of Aychoeun Tea to a Fire Inspection Report at 318 EDMUND AVENUE.

Sponsors: Bowie

Layover to LH December 12, 2025 at 2 pm (unable to reach PO).

*Called # on appeal form at 2:15 pm: voicemail box full.*

*Called x2649 at 2:16 pm; this is Marcia Moermond from St. Paul City Council calling you about 318 Edmund. We couldn't reach you on your other line. We'll try you again in a couple of minutes.*

*Called x2649 again at 2:19 pm: this is Marcia Moermond from St. Paul City Council calling Aychoeun Tea and we'll reschedule to next week. If we can't reach you then my recommendation is you deny the appeal.*

**Laid Over to the Legislative Hearings due back on 12/16/2025**