



# APPLICATION FOR APPEAL

## Saint Paul City Council – Legislative Hearings

RECEIVED

MAY 18 2015

CITY CLERK

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

### We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number check 10034)
  - 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

<b>HEARING DATE &amp; TIME</b> (provided by Legislative Hearing Office) Tuesday, <u>May 26, 2015</u>
Time <u>2:30 PM</u>
<b>Location of Hearing:</b> Room 330 City Hall/Courthouse

*e-mailed on 5-18-15-K12*

### Address Being Appealed:

Number & Street: 1016 MINNEHABA A.E City: ST. PAUL State: MN Zip: 55106

Appellant/Applicant: VINCE SUERTH Email: VSUERTH@ULTRAENERGY.NET

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell 612-600-3346

Signature: *Vince Suert* Date: 5-15-15

Name of Owner (if other than Appellant): \_\_\_\_\_

Mailing Address if Not Appellant's: \_\_\_\_\_

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell \_\_\_\_\_

### What Is Being Appealed and Why? Attachments Are Acceptable

- Vacate Order/Condemnation/
  - Revocation of Fire C of O
  - Summary/Vehicle Abatement
  - Fire C of O Deficiency List/Correction
  - Code Enforcement Correction Notice
  - Vacant Building Registration
  - Other (Fence Variance, Code Compliance, etc.)
- FIRE ON 2ND FLOOR. WE ARE UNDER CONTRACT FOR REPAIRS & HAVE SETTLED WITH THE INSURANCE COMPANY. CHECKS HAVE BEEN ISSUED & WORK HAS BEGON.



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

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

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

May 06, 2015

Mary S Suerth  
2890 West Rd  
Wayzata MN 55391-2749

## VACANT BUILDING REGISTRATION NOTICE

The premises at **1086 MINNEHAHA AVE E** has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required by law to register this building with the Department of Safety and Inspections, Vacant Building Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of **\$2,025.00**. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code, Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

**Please return the enclosed registration form along with your payment by June 06, 2015 .**

### **Do Not Mail Cash**

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

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.

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

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

I hereby certify that I am the (circle one) (owner) or (contract vendee - tenant - agent) of the owner ("Customer" or "I") of the property described below ("Property"). By signing below I hereby authorize Restoration Professionals, Inc. ("RestPro") to perform labor and services and provide materials to the Property ("Services") to repair, replace and/or restore the Property in connection with damages caused by Fire ("Event") on or about April 28th, 15. My signature below also signifies acceptance of all terms and conditions of this Agreement, including all terms on the reverse side hereof.

**I. Estimate.** The prices and terms of RestPro's Services have been itemized or will be itemized in a written estimate prepared by RestPro ("Estimate"), and forwarded to the insurance adjuster supervising my claim in connection with the damages to the Property. I understand that the Estimate is based upon completion of the Services during normal working hours, and use of standard stock materials. Unless otherwise specified in the Estimate, RestPro will use the stock materials and will attempt to match existing materials within reasonable tolerance as to color, texture, design, etc. I understand that there is a 2-day minimum charge for all drying, water extraction and dehumidification equipment RestPro provides to the Property or me.

I agree that the Estimate may increase for emergency work performed outside of normal working hours ("Emergency Work"). I also understand that the Estimate is subject to change upon discovery of hidden defects. The terms and prices in the Estimate and any subsequent modifications to the Estimate shall be incorporated herein by reference as an amendment to this Agreement, and the total dollar amount of the Estimate and any supplements shall become the contract price hereunder ("Agreement Price").

**II. Payment Agreement.** (a) I agree to pay RestPro in full for the Services it provides to me or to the Property, regardless of my insurance coverage. I agree to pay the Agreement Price to RestPro per the following terms: 35% due upon 35% completion of the Services; additional 35% due on 70% completion of the Services; and final 30% due upon certificate of completion. Further, if I entered into any previous or additional agreements with RestPro for other services, all sums due under those other agreements must be paid in full upon 35% completion of the Services under this Agreement. Job completion shall be the date on which RestPro's Services are substantially finished (as distinguished from the date of my acceptance thereof), or the date of RestPro's last item of work at the Property, whichever is earlier.

(b) I agree to pay RestPro my insurance deductible in the amount of \$ \_\_\_\_\_.

(c) I agree to pay a service charge of 8% per annum on all balances 30 days or more past due. I also specifically agree to pay for all collection costs, including employee time and expenses, and all attorneys' fees and costs RestPro incurs to collect past due amounts, protect its interests in my past due account, or otherwise related to the performance of this Agreement.

(d) In the event I terminate or otherwise breach this agreement after RestPro has commenced the Services, I agree to pay RestPro: (1) in full on a time-and-materials basis for all Services that RestPro, its subcontractors and material suppliers have provided to me or the Property, including, but not limited to, time RestPro has expended in preparing my Estimate; and (2) the full 10% profit and 10% overhead ("10&10") as stated in the Estimate.

(e) If I fail to pay RestPro any payments due under this Agreement, or otherwise breach this Agreement, RestPro may stop work without further notice and I will be responsible for and shall pay RestPro for all damages and costs RestPro incurs as a result of stopping work due to my breach of this Agreement and for all amounts to which RestPro is entitled under this Agreement. RestPro will only recommence performing the Services after I have paid RestPro in full for amounts it is due pursuant to this Agreement and if RestPro in its sole discretion determines that I have the financial ability to satisfy my additional financial obligations under this Agreement or any other agreements I have with RestPro. If I decide not to have the Services performed or to have a person or entity other than RestPro perform the Services, RestPro shall be entitled to liquidated damages equal to 25% of the total amount of the most recent Estimate plus costs incurred by RestPro in preparation of the Estimate and Services. These liquidated damages are not a penalty, but are instead agreed to be payment to RestPro for its time and efforts it expended under this Agreement.

(f) I acknowledge that RestPro may from time to time receive discounts or other concessions from its subcontractors, suppliers or other vendors ("Discounts"), and agree that such Discounts are for RestPro's sole benefit and are not required to be passed on or credited to me, or reduced from or set off against the amount of any Estimate or amounts charged to me for the Services.

**III. Access to Property.** I agree to provide RestPro access to the Property as required for completion of the Services. I will be responsible if any interruption of RestPro's Services results from my failure to provide reasonable access, or due to the acts or negligence of others not under the RestPro's direction. My telephone, electricity, water and toilet will be made available to RestPro's personnel during the course of the Services. I will also furnish at my expense, single phase, 220-volt, 50-amp electrical service.

**IV. Personal Property.** I understand that RestPro may need to move my personal property and/or contents within the Property (collectively "personal property") in order to perform the Services under this Agreement. I agree and understand that RestPro has the right and ability to move my personal property, including removing it from the Property, as needed to perform the Services. I further agree and understand that RestPro will take reasonable efforts to protect my personal property, but that RestPro not shall be responsible or held liable for any lost or damaged personal property that is moved for Emergency Work. I agree to hold RestPro harmless in connection with the loss of or damage to any personal property.

**THE TERMS ON THE REVERSE SIDE HEREOF ARE SPECIFICALLY AGREED TO AND INCORPORATED HEREIN.**

Start Date: 5/18/15 Estimated Completion Date: 10/18/15  
- Owner/Authorized Agent: Mary S. Swirth Date: 5.13.2015  
Print Name: MARY S. SWIRTH Title: OWNER Company: \_\_\_\_\_  
Restoration Professionals, Inc. By: Jim Selby Its: Owner

## **Foss, Katie (CI-StPaul)**

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**From:** Foss, Katie (CI-StPaul)  
**Sent:** Monday, May 18, 2015 11:01 AM  
**To:** 'vsuerth@ultraenergy.net'  
**Subject:** 1086 Minnehaha Ave. E. - Application for Appeal

Mr. Suerth –

This e-mail serves to notify you that we have received your **Application for Appeal of a Vacant Building Registration Notice at 1086 Minnehaha Avenue East**, and that a legislative hearing has been scheduled for you to attend to address this matter.

The hearing will take place on **Tuesday, May 26, 2015 at 2:30 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102.**

Please feel free to contact the Appeals Line with any questions, at (651) 266-8585.

Thank you,  
Katie Foss  
City Council Offices  
15 W. Kellogg Blvd.  
Room 310  
St. Paul, MN 55102  
(651) 266-8560