



# 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

SEP 14 2021

CITY CLERK

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

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number \_\_\_\_\_)
  - 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, Sept. 21, 2021  
Time 2:30 p.m. to 4:30 p.m.  
Location of Hearing:  
Room 330 City Hall/Courthouse  
Teleconference

### Address Being Appealed:

Number & Street: 429 Mount Ida <sup>street</sup> City: St Paul State: MN Zip: 55130

Appellant/Applicant: Laurel Hedlund Email LRHedlund@gmail.com

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell 651-245-3261

Signature: [Handwritten Signature] Date: 9/1/2021

Name of Owner (if other than Appellant): Mount Ida LLC

Mailing Address if Not Appellant's: PO Box 40213, St Paul MN 55104

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.)

#### Comments:

There is a grading problem caused by the poor workmanship when the house next door was built which directs the water from the neighboring property into my property. I would like time to pursue legal options against DBNHS & construction company & hopefully compel them to fix it.



CITY OF SAINT PAUL

375 Jackson Street, Suite 220  
St Paul, Minnesota 55101-1806

September 9, 2021

Mount Ida Llc  
Po Box 40213  
Saint Paul MN 55104-8213

## FIRE CERTIFICATE OF OCCUPANCY APPROVAL WITH CORRECTIONS

RE: 429 MOUNT IDA ST  
Ref. # 17240

Dear Property Representative:

Your building was inspected on July 12, 2021 for the renewal of the Fire Certificate of Occupancy and was approved. When the required fee has been paid you will receive your certificate. There are however seasonal or non-life safety deficiencies noted below which must be corrected prior to re-inspection. The following deficiencies must be corrected immediately.

**Per your request, a reinspection will be made on October 1, 2021 at 9:30 AM.**

### DEFICIENCY LIST

1. Basement - Both Sides - Walls - SPLC 34.10 (1) - Abate and maintain the basement reasonably free from dampness and free of mold and mildew. -For both basements, the stone walls have an excessive accumulation of black substance on it and there is moisture on the floor. Properly repair the basement walls.
2. Exterior - Building - SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. -Near the fascia trims at the front of the building, there are small openings and a piece of metal sticking out.

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of this order.

For an explanation or information on some of the violations contained in this report, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

If you have any questions, email me at: [Efrayn.Franquiz@ci.stpaul.mn.us](mailto:Efrayn.Franquiz@ci.stpaul.mn.us) or call me at 651-266-8955 between 7:30 a.m. - 9:00 a.m.

Sincerely,

Efrayn Franquiz  
Fire Safety Inspector

Ref. # 17240

## RIGHT OF ENTRY AND LICENSE AGREEMENT

This Agreement is made as of the 17<sup>th</sup> day of November, 2016, by and between Dayton's Bluff Neighborhood Housing Services (DBNHS) of Saint Paul, Minnesota and Mount Ida, LLC of Plymouth, Minnesota.

### Recitals

A. Mount Ida LLC owns the residential property located at 429-431 Mount Ida Street, St. Paul, MN, which is legally described as Lot 12, Blk 8 of Warren Winslow's Addition to St. Paul, Ramsey County, Minnesota (the "429-431 Property").

B. DBNHS owns the residential property located at 427 Mt. Ida Street in the City of Saint Paul, Minnesota, which is legally described as Lot 5, Swanstroms Re-arrangement of Lots 10 and 11, Block 8 of Warren and Winslow's Addition to St. Paul, and properties located at 433 Mount Ida Street and 437 Mount Ida Street, in the City of Saint Paul, Minnesota, legally described as Lots 13 and 14, respectively, in Block 8 of Warren and Winslow's Addition to St. Paul according to the recorded plat thereof, and situate in Ramsey County, Minnesota (the "DBNHS Properties").

C. DBNHS has proposed to remove and re-build the retaining walls at the rear of the properties at 427 Mount Ida Street, 429-431 Mount Ida Street (the Mount Ida, LLC Property), and at the rear of 433 and 437 Mount Ida Streets. The new retaining wall shall begin at the western property line of 427 Mount Ida and continue eastward across 429-431 Mount Ida, 433 Mount Ida, and terminate at the eastern property line of 437 Mount Ida Street. The wall shall appear continuous, but be segmented, with vertical breaks in the wall at both the west and east property lines of the Mount Ida, LLC property. The vertical breaks in the wall shall not affect the strength or performance of the wall according to the manufacture's engineering reports.

D. Activities related to the Project include but are not limited to: removal of the existing retaining wall, construction of the new retaining wall, regrading Mount Ida, LLC Property and DBNHS Properties as needed to facilitate code compliant retaining wall installation, ("Project Activities"). Project Activities are further detailed in the attached specifications and drawings.

### Agreement

In consideration of the foregoing recitals and the mutual promises contained in this Agreement, the parties agree as follows:


1. License. Mount Ida, LLC hereby grants to DBNHS, its agents, contractors and employees, a right and license to enter onto the Mount Ida, LLC Property for the purpose completing Project Activities. This right and license shall expire upon completion of such activities, but, in any event, no later than June 30, 2017

2. Miscellaneous.

- A. Nothing in this Agreement shall create any relationship between the parties hereto other than that of licensee and licensor.
- B. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter of this Agreement.
- C. The covenants, terms and conditions contained in this Agreement shall apply to and bind successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Dayton's Bluff Neighborhood Housing Services, St. Paul,  
Minnesota

By:   
Its Executive Director

Mount Ida, LLC

By:   
Laurel Hedlund