



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

FEB 21 2023

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 _____)
- 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, February 28, 2023

Location of Hearing:

Telephone: you will be called between

1:00 p.m. & 3:00 p.m.

In person (Room 330 City Hall) at: _____

(required for all Fire C of O revocation & vacate; Condemnation orders)

Address Being Appealed:

Number & Street: 27 Empire Dr. City: St. Paul State: MN Zip: 55103

Appellant/Applicant: Christ's Household of Faith, Inc Email marka@nssmgmt.com

Phone Numbers: Business 651-602-3103 Residence _____ Cell 651-208-8311

Signature: Mark R Allen Date: 2/15/2023

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: 23 Empire Dr., St. Paul, MN 55103

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.)

It is being remodeled - permits are pulled and work is underway.



CITY OF SAINT PAUL

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

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

January 05, 2023

Mark Allerman
Christ's Household Of Faith, Inc
23 Empire Drive
St Paul MN 55103

Customer #:1381005
Bill #: 1712160

VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at
27 EMPIRE DRIVE

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 **\$2,459.00**. 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 **February 04, 2023**. 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.

You may pay this registration fee online by going to **online.stpaul.gov** and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can found on this letter.
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
Do Not Mail Cash

You may file an appeal to this fee (unless the fee has been previously appealed) or registration requirements by contacting the City Clerk's Office at (651) 266-8688. Any appeal 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 , Joe Yannarely, at 651- 266- 1920 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, Joe Yannarely, at 651- 266- 1920.

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: jy
vb_registration_renewal_notice 11/14

Also Sent To:

Christs Household Of Faith Inc 355 Marshall Ave St Paul MN 55102- 1809

Noah Weinger 230 W Monroe St Suite 1125 Chicago IL 60606

BUILDING ASSETS, LLC
4749 Chicago Avenue South, Suite
Minneapolis, MN 55407
TEL: 612-825-0069 FAX: 612-825-6541

This "Contract" (which includes the attached Exhibits) is entered into effective as of June 16th, 2022.

Between the "Owner": North Star Services Management, LLC
27 Empire Dr.
St. Paul, MN 55103

And the "Contractor": Building Assets LLC
3560 Snelling Ave
Minneapolis, MN 55406
TEL: (612) 825-0069
E-mail: nate@buildingassets.us

For the "Property": 27 Empire Dr. St. Paul

Owner hereby retains Contractor to provide the labor, materials, equipment and supervision (collectively, the "Work") described in the "Description of the Work" attached as Exhibit A. Owner shall pay Contractor for performing the Work as described on the attached Exhibit B. The Work will be performed subject to the "Standard Terms and Conditions" attached as Exhibit C. All Exhibits are a part of this Contract.

Contractor will begin the Work within Ten (10) business days after a building permit is issued for performance of the Work. Contractor will thereafter perform and complete the Work in accordance with this Contract, including the Standard Terms and Conditions.

Contractor estimates that the Work will be substantially complete on September 2022. Owner acknowledges that this is only an estimate, and is subject to change due to many factors including, but not limited to: (i) changes requested by Owner; (ii) delays in receiving materials; (iii) delays resulting from acts of God or adverse weather conditions; (iv) delays caused by shortages of labor, materials or equipment; (v) delays due to the default of Owner; and (vi) other causes reasonably beyond Contractor's control. Owner agrees that Contractor will not be liable to Owner for delays in completing the Work.

Owner acknowledges that Owner has carefully read this Contract, fully understands it, and agrees to be legally bound by its terms and conditions.

OWNER:

BUILDING ASSETS, LLC

By: Nathan Fluegge
Its: Owner

Exhibit A
Description of the Work

The Work involves performing the renovation work or construction work described in the plans prepared by Eric Bunkers dated April 26th, 2022 (the "Plans").

Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

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Exhibit B
Contract Price

1. Contract Price.

Initial Estimated Contract Price: Eight hundred seventy-eight thousand seven hundred Five dollars and 01/100 (\$878,705.01)

For performing the Work in compliance with the Contract, Owner shall pay Contractor the sum of: (i) the Cost of the Work (as defined below); (ii) a "Contractor's Fee" equal to Six percent (6%) of the Cost of the Work; and (iii) the Contingency Fund, if any (as defined below) (collectively, the "Contract Price"). Contractor will develop a final contract price ("Maximum Contract Price") based on a schedule of work values ("Schedule of Values") within two weeks after Contract Documents are finalized and shall provide the same to Owner in writing. In order to facilitate meeting the production schedule and to allow for the best possible pricing, some of the subcontracted work will be bid for fixed sums, some will be subcontracted on a cost-plus basis, and some will be done on an hourly basis. Contractor may include in the Contract Price additional amounts of up to Two and Half percent (2.5%) of the Maximum Contract Price ("Contingency Fund"). The Contingency Fund is for the exclusive use of the Contractor, in Contractor's sole discretion, to cover items that arise during construction that were not anticipated or exceed estimated amounts. Notwithstanding the foregoing, Contractor shall have the right to increase the Contract Price by written notice to Owner in the event that the Cost of Work increases following the initial determination of the Maximum Contract Price.

The Maximum Contract Price shall include the Cost of the Work, the agreed upon Contingency Fund and the Contractor's Fee, subject to modification pursuant to Change Orders (defined below).

Ten percent (10%) of the Initial Estimated Contract Price is due upon signing the Contract (the "Initial Payment"). The balance of the Contract Price is due when the Work is Substantially Completed. "Substantially Completed" means the Work is completed to an extent that it qualifies for a signed-off building permit, and only minor Punch List items (as defined below) remain to be completed. If performance of the Work will take longer than one month, then following Owner paying the Initial Payment, Owner will pay Contractor monthly "Progress Payments" equal to the portion of the Contract Price that conforms to the percentage of the Work performed. Contractor will submit monthly "Applications for Payment" describing the portion of the Work performed in connection with that Application for Payment and the amount due from Owner. Owner shall pay the amount due under the Application for Payment not later than ten (10) days after receiving the Application for Payment. Owner shall pay Contractor any portion of the Contract Price not previously paid when the Work is Substantially Completed. Interest shall accrue overdue payments at the lower of 1 ½% per month, or the highest interest rate permitted by law.

The **Cost of the Work** is defined as the costs necessarily incurred by Contractor in the proper and good faith performance of the Work. The Cost of the Work shall include the following:

Labor including wages of construction workers employed directly by the Contractor including supervisory personnel stationed at the site, or with the Owner's agreement, at off-site workshops.