

FILE
17-215020



Application for Appeal
Department of Safety and Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101
General DSI Line: 651-266-9008

Zoning office use only
File # 17-215020
Fee \$547-
Tentative hearing date:
JAN 17, 2018

Appellant

Name Kyle Cogitore
Address 17670 Iceland trail
City Lakewood St. MN Zip 55044 Daytime phone 952-212-4211
Name of owner (if different) _____

Property Location

Address 2083 Marshall Ave, St. Paul MN 55104 (Marshall Ave
West) (A-1a)
Zoning file name _____
Legal description: _____
(attach additional sheet if necessary)

Type of Appeal: Application is hereby made for an appeal to the:

- Planning Commission, under the provision of Chapter 61, Section 701, Paragraph C of the Zoning Code, of a decision made by the Planning Administrator or Zoning Administrator
- City Council, under the provision of Chapter 61, Section 702, Paragraph A of the Zoning Code, of a Decision made by the Planning Commission
- Board of Zoning Appeals (BZA), under the provisions of Chapter 61, Section 701, Paragraph C of the Zoning Code, to appeal a decision made by the BZA on _____ File Number _____
(date of decision)

Grounds of Appeal: Explain why you feel there has been an error in any requirement, permit, decision or refusal made by an administrative official, or an error in fact, procedure or finding made by the Planning Commission, City Council, or BZA.

RECEIVED
NOV 13 2017
BY: [Signature]

Appellant's signature _____

[Signature]

Date 10/25/17 City agent _____

Date: 10/31/17

FILE
17-215020

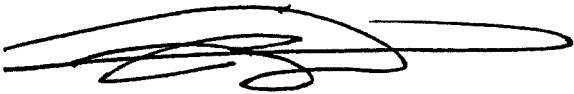
Fire Inspection Statement

My name is Kyle Coglitore, I own 2083 Marshall Ave, St. Paul, MN 55104. I purchased the property 7/11/13. This is my first and only rental property that I own. I rent it to college students. I recently found out it was over occupied for the first time in my 4 years owning it on 9/14/17. I got the over occupants out of the house with the help of the fire inspector on 9/15/17. There was some miscommunication between the two of us after I got the tenants to move out. That day they moved out I was scared the over occupants were going to move back in behind my back so I called in a complaint to the fire inspectors line because I didn't want to risk losing my student rental license.

The fire inspector didn't know I called in the complaint. I was trying to be transparent and remedy the problem. The fire inspector had already put in the computers to revoke my license but informed me to file an appeal to get my student rental license back. This has been a learning experience for me.

In my lease page 6, section 11, I state that I do not allow sublets. I was under zero impressions that the house was over occupied until I was informed by AJ Neis and I tried to act as quick as possible to take care of the situation. All over occupants were moved out in under 24 hours.

Thank you for your time. I truly appreciate it.



10/31/17

-Kyle Coglitore

IFILL
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Reason for Appeal:

1. On September 14th, 2017, AJ Neis (Fire Inspector) called me and told me he caught my rental 2083 Marshall over occupying. It was the first I had heard of it. AJ told me to be at the house the next day (9/15/17) at 9am to have another inspection with him about things that needed to be fixed in the house. When I arrived at the house and met with Mr. Neis the over occupied rooms were completely empty. And only 4 boys (the 4 boys who signed the lease) were occupying the house.
2. AJ Neis told me if he catches the boys over occupying that house he would kick all of them out and take away my student rental license. (I then became worrisome of my livelihood because this is my main source of income)
3. When AJ Neis left the house. The boys began to tell me how they rented a Uhaul and put all the over occupants stuff in this uhaul and that they planned to move everyone back in later that day.
4. I became scared of losing my student-housing license so when I got home I had my girlfriend call in a complaint (9/15/17) on my own house. Because I didn't want to be liable for the boys over occupying.
5. That following Monday (9/18/17) Aj Neis called me and told me he had put in the system to take away my student housing license because he got a complaint about the boys that same day(9/15/17) after he left the property.
6. I told AJ Neis I was the one who called in the complaint.
7. Aj Neis did not believe me at first and asked me to send proof.
8. I screen shotted the call log of the date and time and phone number called and sent it to him.
9. AJ Neis then told me, after seeing the proof that I called it in, to appeal what he filed because he can't go back into the system to change it now. That if he knew I was the one who made the complaint, then he never would have filed it in the first place because I was trying to avoid over occupancy.
10. 2083 Marshall has been unoccupied since the incident. The previous tenants found a new place to live.

Thank you for your time, I truly appreciate it.

-Kyle Coglitore

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Date: 10/31/17

Statement about Inspection September 14th and 15th

On September 14th, A fire inspector knocked on the door I (Malik Jallah) let him in the house. I told him that the house was over occupied. He told me we weren't allowed to have more than 4 people. I asked him why because the house had 8 large bedrooms and that we had more people living here so we could save money on rent. He asked me if the Landlord knew if the rental was over occupied. I said "I didn't know and I didn't think so."

On September 15th, There was a second inspection. We had all the over occupants move out the night before (the 14th). We rented a Uhaul to store all of their stuff. The house now only had the original 4 people on the lease. Myself (Malik Jallah), Charlie Black, Connor Bair, and Connor Barth. We walked through the house to show that it had been emptied. The Fire Inspector was Telling Kyle (Our Landlord) things that needed to be fixed in the house.

The Fire Inspector at the end took all 5 (including Kyle) of us outside and started telling us that we need to clean up our act. That even though we knocked on all the neighbors doors and told them we all wanted to get along and do our part on this block and live cordially that it was all just lip service because we had trash (beer bottles, puke, wrappers) laying around our property. And that if we didn't shape up, he was going to crack down on us. He also told us that if he catches us over occupying the property again he would kick us all out. That if he knocks on that front door again and we don't let him in the house that day he will hire people to stay outside our front and back doors to see if we move anybody out of the house for over occupying. And that he would recommend in his paperwork to take away Kyle's student housing license. But if we didn't move anybody else back in and stayed out of trouble he wouldn't bother any of us at all.

That day we discussed as a group to stay or move out. We called Kyle to see what we could do to get out of our lease. We didn't think it was worth the headache of staying with all the bad blood with the neighbors. We began showings to new places over the weekend.

When we signed our Lease Kyle made it very clear that we could only have 4 people living in the house. We didn't think it was that big of a deal because it is a very big house with 8 bedrooms. The biggest room is literally a whole floor. We had extra guys living in the house to save money on rent.

By Signing this document, I declare that the foregoing is statement is correct to the best of my knowledge.

Name: Malik Jallah
Malik Jallah

Name: Connor Bair
Connor Bair

Name: Charles Black
Charles Black

Name: Connor Barth
Connor Barth

*Carol A. Jorgensen
Notarizing for all
on this page
10/31/2017*



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17-215020

TWIN CITIES PROPERTIES, LLC HOUSING CONTRACT

Each Resident is required to sign a Housing Contract to live at the rental property ("the Community"), owned by Kyle J. Coglitore and managed by Twin Cities Properties, LLC. You are encouraged to review the Housing Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY.**

This is a LEGALLY binding document that holds you, as Resident, responsible for paying Rent on an apartment Unit within the price and additional costs, as listed below.

The person/company authorized to manage the Community:

Name: Twin Cities Properties LLC
Street Address: 17620 Iceland Trail, Lakeville, MN 55044
Mailing Address: 17620 Iceland Trail, Lakeville, MN 55044

Owner may, at any time and by its sole discretion, appoint management responsibilities to another individual, company, or management service.

The Owner or agents authorized to accept service of process and receive and give receipts for notices are: Name: Kyle J. Coglitore Owner and Chief Manager of Twin Cities Properties, LLC; Registered Agent of Twin Cities Properties, LLC: Elaine Coglitore.

Street Address: 17620 Iceland Trail, Lakeville, MN 55044
Mailing Address: 17620 Iceland Trail, Lakeville, MN 55044

Definitions of the terms used in this Housing Contract are as follow:

- Housing Contract: "Housing Contract" or this "Contract", which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- Execution Date: "Execution Date" shall be the date on which this Contract was executed by Resident.
- Owner: "Owner" shall be, collectively, Kyle J. Coglitore, Twin Cities Properties, LLC, its agents, representatives, and the Community.
- Resident(s): "Resident(s)" shall be (print names)

 Malik Jallah

 Connor Bair

 Connor Barth

 Charlie Black
- Roommates: "Roommates" shall be the persons occupying the Exclusive Bed Spaces within the unit and sharing the Common Areas.
- Exclusive Bed Space: "Exclusive Bed Space" is your sole (if bedroom is private) or shared (if bedroom is shared) use of a bedroom in an apartment unit ("Unit"). This Contract shall be for four (4) Exclusive Bed Spaces and Common Areas (collectively the "Unit") in the Community located

We came to terms to terminate the lease early. When final rent check clears this lease will be terminated. Security deposit will be returned minus expenses due to damage in the house.

10/2/17

October

Malik Jallah 10/2/17
Connor Bair 10/2/17

Elaine Coglitore 10/2/17
10/2/17

10/2/17
10/2/17

Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move-in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move-Out Condition Form and return it to Owner or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Housing Contract. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition; otherwise, Owner may charge Resident any reasonable cleaning, repair, and maintenance costs.

In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED RELATING TO THE PREMISES, THE UNIT, THE EXCLUSIVE BED SPACE, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES, UNIT AND EXCLUSIVE BED SPACE INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

- 10 **EARLY TERMINATION OF CONTRACT:** Resident acknowledges that, except as provided by law, there is no right to early termination of the Contract and Resident shall not be released from this Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, property purchase. In the event this Contract is terminated, at owner's sole discretion, prior to the Expiration Date, Resident shall pay Owner a re-letting fee equal to 85% of one month's Rent to offset the costs of re-letting the Premises and Unit. Resident acknowledges that the re-letting fee is not a cancellation fee or a buyout fee. The re-letting fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain.
- 11 **ASSIGNMENT/SUBLEASES:** Resident shall not assign or transfer Resident's interest in the Contract, or any part hereof, without prior written consent of Owner. Consent shall be withheld until all fees are paid and replacement is fully qualified. Subletting by Resident is not permitted.
- 12 **ALTERATIONS:** Resident is responsible for the condition of the Premises and the furniture, fixture and appliances in the Exclusive Bed Space, Unit, Community and common areas. Resident will not remove any of Owner's personal property from the Premises. Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises, Unit or Exclusive Bed Space or any part thereof including but not limited to the common areas, patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any lock

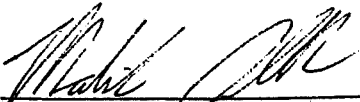
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Signature Page for Lease/Housing Contract – 2083 Marshall Ave., St. Paul, MN 55104

RESIDENT:

Print Name: Malik Jallah

Signature: 

Date Signed: 2/28/17

Type of Identification/ State Issued (If signed in presence of Owner/Agent):

MN Drivers License


Identification Number: J790180412316

FILE
17-21502d

Signature Page for Lease/Housing Contract – 2083 Marshall Ave., St. Paul, MN 55104

RESIDENT:

Print Name: Connor Bair

Signature: 

Date Signed: 2/28/17

Type of Identification/ State Issued (If signed in presence of Owner/Agent):

MN Driver's License

Identification Number: 0454072253913

Signature Page for Lease/Housing Contract – 2083 Marshall Ave., St. Paul, MN 55104

FILE
17-315020

RESIDENT:

Print Name: Connor Barth

Signature: Connor Barth

Date Signed: Feb 28, 2017

Type of Identification/ State Issued (If signed in presence of Owner/Agent):

Minnesota Driver's License

Identification Number: C963006344918

FILE
17-215020

Signature Page for Lease/Housing Contract – 2083 Marshall Ave., St. Paul, MN 55104

RESIDENT:

Print Name: Charles Black

Signature: Charles Black

Date Signed: 2/28/17

Type of Identification/ State Issued (If signed in presence of Owner/Agent):

MN Drivers License

Identification Number: H188034528017



UNION PARK DISTRICT COUNCIL
161 Snelling Avenue North, Saint Paul, MN 55104
651.645.6887 | info@unionparkdc.org | www.unionparkdc.org
An Affirmative Action, Equal Opportunity Employer

FILE
17-215020

November 21, 2017

Jerome Benner II
Department of Safety and Inspections
City of Saint Paul
375 Jackson Street, Suite 220
Saint Paul, MN 55101

Dear Jerome:

Thank you for attending the November 20 meeting of Union Park's Committee on Land Use and Economic Development. As you know, the Committee reviewed and discussed the appeal filed by property owner Kyle Coglitore of the revocation of the student housing registration for the single-family home at 2083 Marshall Avenue. Mr. Coglitore presented on his behalf, and AJ Neis participated in the discussion on behalf of the City.

After hearing from the property owner, City staff, and numerous neighbors in attendance, the Committee voted unanimously to recommend that the Board of Zoning Appeals **deny the appeal** and **uphold the revocation** of the student housing registration for 2083 Marshall Avenue.

In arriving at this recommendation, Committee and community members expressed concern over the number of prior complaints lodged against this property over the past eighteen months, including a previous complaint related to over-occupancy.

Please let me know if you have any questions.

Sincerely,

Julie Reiter, Executive Director
Union Park District Council

cc: AJ Neis, Inspections Supervisor
Russ Stark, City Council President



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220 Telephone: 651-266-8989
Saint Paul, MN 55101-1806 Fax: 651-266-8951

FILE
17-215020

September 18, 2017

KYLE COGLITORE
17620 ICELAND TR
LAKEVILLE MN 55044-9643

CORRECTION NOTICE - COMPLAINT INSPECTION

RE: 2083 MARSHALL AVE
Ref. # 102460

Dear Property Representative:

An inspection was made of your building on September 14, 2017 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately.

A reinspection will be made on October 6, 2017 at 12:00pm.

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. **Sec. 67.708. - Revocation of status as registered and established student dwellings. The department of safety and inspections may remove properties from the list of registered and established student dwellings under the following circumstances:**

- (1) Suspension or revocation of fire certificate of occupancy;
- (2) Residence by more than four (4) students in any unit;**
- (3) Residence by less than three (3) students for more than twenty-four (24) of the preceding thirty-six (36) months.

A revocation of student dwelling status may be appealed to the board of zoning appeals pursuant to Legislative Code § 61.701(a)—(c).

-Student housing status has been revoked due to over occupancy. On September 14, 2017 dwelling was found to be over occupied by a total of nine unrelated adults/students.

- 2. Interior - MSFC 605.5 - Discontinue use of extension cords used in lieu of permanent wiring.

3. Interior - MSFC 1030.2 - Remove the materials that cause an exit obstruction. Maintain a clear and unobstructed exit path. -Remove the items blocking the bedroom escape windows. At least one window in each bedroom must remain unobstructed. 17-215020
4. Interior - MSFC 1008.1.9.3 - Remove unapproved locks from the exit doors. The door must be openable from the inside without the use of keys or special knowledge or effort. -Remove the hasp locks.
5. Interior - MSFC 605.1- All light fixtures shall be maintained with protective globes if originally equipped.
6. Interior - SPLC 34.08 (1), 34.34 (4), 34.16 - Provide and maintain interior in a clean and sanitary condition.
 - Floors are dirty.
 - Chewing tobacco tins scattered in piles on the floor.
 - Thoroughly clean and sanitize the unit.
7. Interior - SPLC 34.10 (3), 34.34(2) - Repair or replace the damaged guardrail in an approved manner.
8. Interior - SPLC 34.10 (7), 34.17(5) - Repair and maintain the floor in an approved manner.
 - Carpeting is worn in several areas and severely stained.
 - Frayed carpeting on stairs is a trip hazard.
9. Interior - SPLC 34.10 (7) - Repair and maintain the cabinets in an approved manner.
10. Interior - SPLC 34.10 (7), 34.17 (5) - Repair or replace and maintain the woodwork in an approved manner. -Where damaged.
11. Interior - MN Stat. 299F.362 - Immediately provide and maintain a smoke detector located outside each sleeping area.
 - Smoke alarms missing and disabled in several areas.
 - Hardwired smoke alarms were removed and replaced with battery operated alarms.
 - Restore all hard wired smoke alarms.
12. Interior - MN State Statute 299F.50 - Immediately provide and maintain an approved Carbon Monoxide Alarm in a location within ten (10) feet of each sleeping area. Installation shall be in accordance with manufacturer's instructions.
13. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.
14. SPLC 34.16 (2) - Properly dispose all your garbage in the owner-provided containers.
 - Chewing tobacco tins and other garbage scattered on the floor.

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Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

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 the original orders.

If you have any questions, email me at: adrian.neis@ci.stpaul.mn.us or call me at 651-266-8992 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

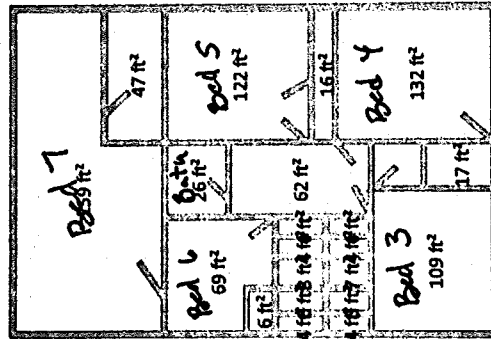
A.J. Neis
Fire Inspector

Ref. # 102460

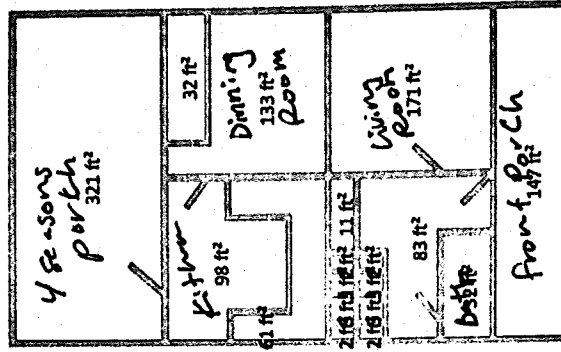
2083 Marshall Floor Plan
 10/29/2017

FILE
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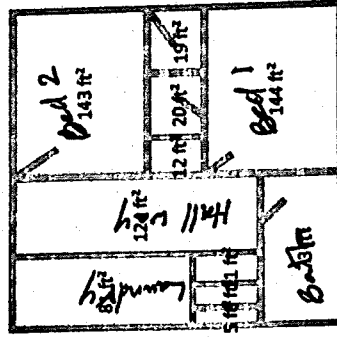
2nd floor



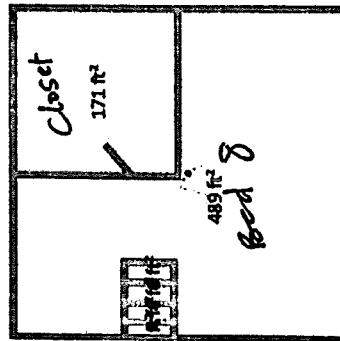
Main Level



Basement



3rd floor left



< Recents

FILE
17-215020



(651) 266-8989

Minneapolis, MN



message



call



video



mail

September 15, 2017

1:58 PM

Outgoing Call

10 minutes

Share Contact

Share My Location

Create New Contact

Add to Existing Contact



Favorites



Recents



Contacts



Keypad



Voicemail



CITY OF SAINT PAUL

Christopher B. Coleman,
Mayor

Street, Suite 220

55101-1806

375 Jackson

Saint Paul, MN

Telephone: 651-266-8989

Fax: 651-266-8951

FILE
17-215020

September 12, 2017

KYLE COGLITORE
17620 ICELAND TR
LAKEVILLE MN 55044-9643

CORRECTION NOTICE - COMPLAINT INSPECTION

RE: 2083 MARSHALL AVE
Ref. # 102460

Dear Property Representative:

A referral has been made to our office regarding code deficiencies that are reported to exist in your building or on the premises. An inspection has not been conducted by the Fire Prevention Division. If these deficiencies do in fact exist, you are hereby notified that the following deficiencies must be corrected immediately

DEFICIENCY LIST

1. SPLC 40.04 (5) - The owner of a building used for residential occupancy who is applying for their FIRST Fire Certificate of Occupancy, must complete the Department of Safety and Inspection Landlord 101 course, or other landlord training program approved by the Department of Safety and Inspections. The training must have occurred within the last two years and the owner must submit a certificate of attendance or provide verification of enrollment in the next scheduled class to the Fire Inspection Division-DSI. This requirement shall not apply to an owner who has held a Fire Certificate of Occupancy on another residential property in Saint Paul prior to April 30, 2009. For more information on Landlord 101, or to receive registration materials, please visit our webpage at: www.stpaul.gov/cofo Or, contact Fire Safety Inspector David Smith by email: david.smith@ci.stpaul.mn.us or phone: (651)266-8995-

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>


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 the original orders.

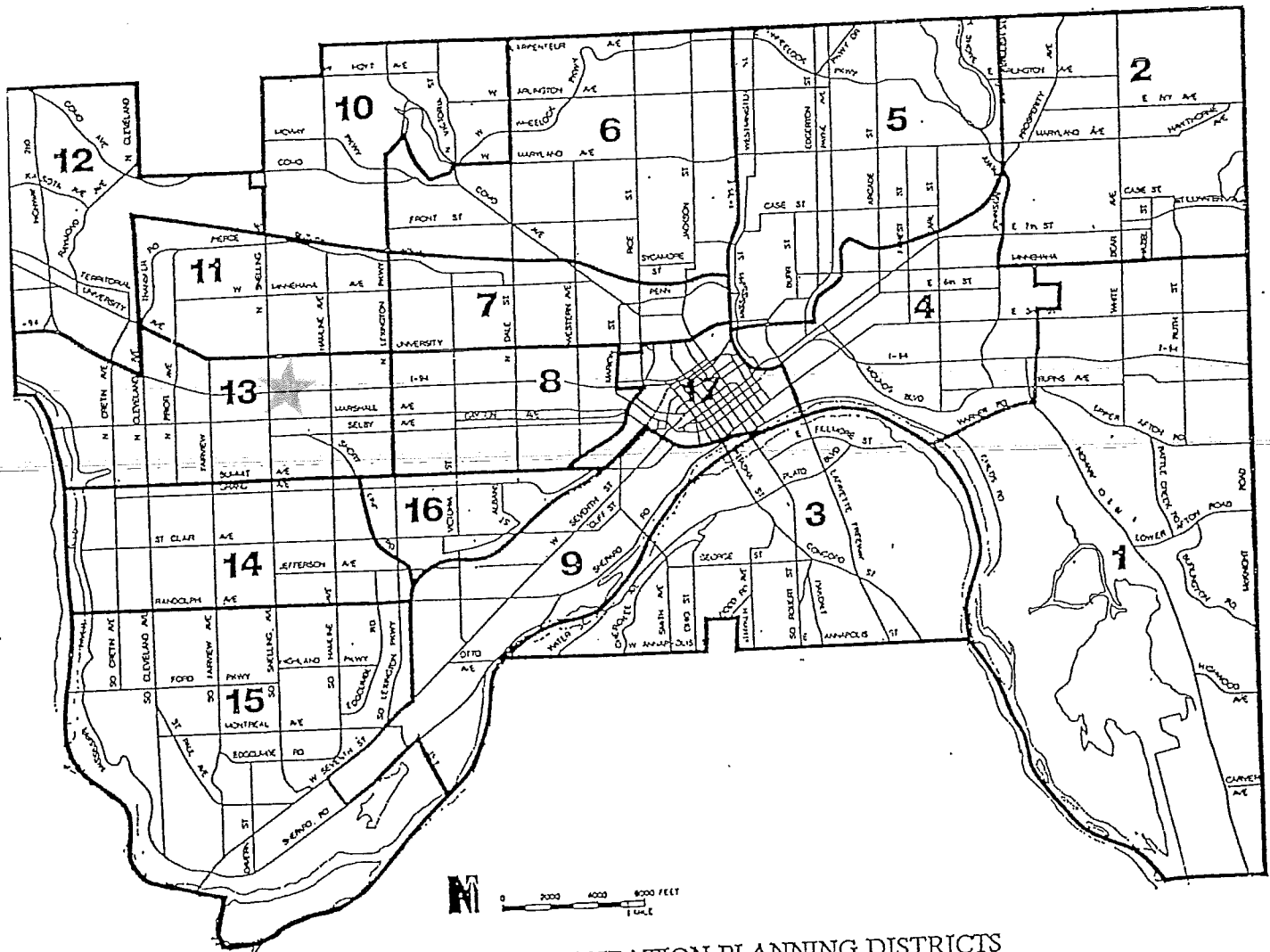
If you have any questions, email me at: leanna.shaff@ci.stpaul.mn.us or call me at 651-266-8980

between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Leanna Shaff
Fire Inspector
Ref. # 102460

 **FILE**
17 215020



CITIZEN PARTICIPATION PLANNING DISTRICTS

1. SUNRAY-BATTLECREEK-HIGHWOOD
2. HAZEL PARK HADEN-PROSPERITY HILLCREST
3. WEST SIDE
4. DAYTON'S BLUFF
5. PAYNE-PHALEN
6. NORTH END
7. THOMAS-DALE
8. SUMMIT-UNIVERSITY
9. WEST SEVENTH
10. COMO
11. HAMLIN-MIDWAY
12. ST. ANTHONY PARK
13. MERRIAM PARK-LEXINGTON HAMLIN-SNELLING HAMLIN
14. MACALESTER GROVELAND
15. HIGHLAND
16. SUMMIT HILL
17. DOWNTOWN

ZONING FILE 17-215020

2083 Marshall Avenue 17-215020

