



# APPLICATION FOR APPEAL

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AUG 03 2012  
CITY CLERK

Saint Paul City Clerk  
310 City Hall, 15 W. Kellogg Blvd.  
Saint Paul, Minnesota 55102  
Telephone: (651) 266-8560

The City Clerk needs the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number \_\_\_\_\_)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed
- Walk-In OR  Mail-In

YOUR HEARING Date and Time:
Tuesday, <u>Aug. 14</u>
Time <u>11:30 am</u>
Location of Hearing: <u>Room 330 City Hall/Courthouse</u>

## Address Being Appealed:

Number & Street: 978 OMABAN ST. City: ST. PAUL, State: MN Zip: 55106

Appellant/Applicant: JWA INVESTMENTS, LLC Email JIM.WRICH@YAHOO.COM

Phone Numbers: Business 651-280-9980 Residence \_\_\_\_\_ Cell 608-345-1559

Signature: James T. Wrich Date: 08/02/12

Name of Owner (if other than Appellant): JAMES T. WRICH (OWNER OF JWA INVESTMENTS, LLC)

Address (if not Appellant's): 3674 MADRAS CT, VERONA, WI 53593

Phone Numbers: Business 651-280-9980 Residence \_\_\_\_\_ Cell 608-345-1559

## 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
- Fire C of O: Only Egress Windows
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

INSUFFICIENT BASIS FOR CONDEMNATION - SEE ATTACHED NARRATIVE AND DOCUMENTS.

## ATTACHMENT TO APPEAL Ref #106906

### JWA Investments' LLC

This narrative is provided in support of the appeal of a condemnation order issued on July 25 and July 26, 2012 (duplicate orders) by Inspector James Thomas of the St. Paul Department of Safety and Inspections regarding a property owned by JWA Investments, LLC at 978 Omaban Street in St. Paul, Minnesota.

These are the facts:

On January 15, 2012 James T. Wrich owner of JWA Investments entered into a one year lease (copy enclosed) with Felicia Bell (Fox) for the apartment at 978 Omaban. Under the terms of the lease, Ms. Bell was required to pay the heat and electricity. Unknown to Mr. Wrich at that time, Ms. Bell (Fox) owed Xcel energy approximately \$1700 for unpaid utilities bills at her previous residence. Xcel had been unable to collect this past due amount and ultimately located Ms. Bell at the Omaban location where it shut off the gas service on July 18, 2012. In separate conversations with Mr. Wrich on July 31 and August 1, 2012, five different Xcel representatives (Jill, Andrew, Wendy, Chad and Rosie – none provided their last names) advised Mr. Wrich that there had been no interruption in the service at that address prior to July 18, 2012, when the gas was shut off.

On July 18 the tenant left Mr. Wrich a voice message complaining that she had no hot water. Mr. Wrich was overseas at the time and sent a message to his repair coordinator to check into the matter. The repair coordinator advised that the tenant was past due on her Xcel account. Mr. Wrich then left the tenant a voice message to this effect urging her to pay the bill and the tenant left a return voice message saying that she was aware of the situation and was correcting it.

Mr. James Thomas of St. Paul DSI wrote a letter (copy enclosed) to JWA Investments dated July 12 which did not arrive until sometime after July 18, 2012. Mr. Wrich first read the letter on July 25<sup>th</sup> when he returned from his trip. The letter claims that an inspection of the building was conducted on July 12. The letter ordered JWA, the owner of 978 Omaban, to have Xcel restore the electrical service. However, according to the tenant, Inspector Thomas, who left his business card with them at the time, did not enter the premises at any time, and did not even walk around the building. Inspector Thomas could not have ascertained that there actually was no electricity in the building from an inspection in which he never entered the premises or walked around building. According to both Xcel and the tenant in subsequent conversations with Mr. Wrich the electricity was in fact connected and working on the date Inspector Thomas wrote the letter and claims to have conducted the inspection.

Mr. Wrich did not learn of these discrepancies until several days later. Since the account was in the tenant's name, Xcel would not initially discuss the case with Mr. Wrich. This accounted for the fact that everyone involved was aware of the situation for several days before Mr. Wrich finally was advised of the facts. Equally, important, the tenant advised that **none** of the power in her apartment had been shut off at the time of the July 12 letter, which further contradicted the order Inspector Thomas had issued therein.

On July 25 Inspector Thomas called Mr. Wrich and left a voice message saying the property had been condemned. In this message, which has been saved, he said it had been more than 10 days since the building had been without electricity. Mr. Wrich returned the call on July 26<sup>th</sup> and left a message to the effect that the condemnation was "preposterous" given that it was caused by circumstances of which he had no knowledge or control. In discussing this situation with legal counsel and several other parties, all were surprised that a landlord's property could be condemned if a tenant had not paid a utility at a previous property with which the landlord had no relationship. Inspector Thomas took exception to

this characterization of his work and called Mr. Wrich back and asserted that the apartment had been without electricity for 22 days, which would have meant that there had been no electricity in the unit since July 3. Inspector Thomas stressed how dangerous this situation could be given that some people use extension cords to secure electricity from neighbors when their electricity is turned off. Children could get electrocuted. All of this, of course, turned out to be untrue.

At that point, given the dire potential consequences, Mr. Wrich asked Inspector Thomas why he had not called him to advise the situation early in the process rather than letting it go so long, particularly since Mr. Wrich and Inspector Thomas had worked together in the past on C of O's on other properties and Mr. Wrich had always willingly complied with Inspector Thomas' orders. Inspector Thomas advised that his Department receives at least 10 to 12 Xcel shut-off notices per day and they do not have time to call landlords. Mr. Wrich found this confusing: if this condition really did pose a life threatening situation, and if Inspector Thomas could make time to call twice such a long time later, why was it not possible to make a single call at the on-set to prevent a potential disaster? Inspector Thomas did not seem to be impressed with this question.

Mr. Wrich also questioned why it took so long for the July 12<sup>th</sup> letter to arrive. He receives hundreds of pieces of correspondence from the St. Paul area through regular mail within 1 to 3 business days. This was the second consecutive crucial, time-sensitive letter on two different properties from Inspector Thomas which took an unusually long time to arrive and left virtually no time to register an appeal. Inspector Thomas replied he had no explanation and that Mr. Wrich would need to contact the US Postal Service to inquire as to how they operate their business. Mr. Wrich was not impressed with this suggestion.

Mr. Wrich also posed the possibility that Xcel could make a mistake, as they had on a previous occasion involving Inspector Thomas and another JWA property when Xcel had erroneously notified the City that electricity had been turned off when, in fact, it had not been. Inspector Thomas acknowledged that Xcel has probably made several such mistakes.

On July 30 Mr. Wrich received two letters from Inspector Thomas, one was dated July 25 and the other July 26. The letters (copies enclosed) were duplicates except one was mailed to the JWA Investments post office box and the other to Mr. Wrich's residency. Mr. Wrich appreciated the consideration shown by Inspector Thomas given the previous problem with the mail delivery. Both letters referred to 980 Omaban in the heading instead of 978 Omaban, the adjacent apartment occupied by Ms. Bell (Fox). Both confirmed Inspector Thomas' telephone message that the property at 978 had been condemned.

The long and short of the matter is this:

- 1.) No one was ever in danger. The electricity had not been turned off during the period in question. Rosie at Xcel advised Mr. Wrich in a telephone conversation on August 1 that Xcel did not have access to the property to turn-off any of the utilities because their technicians had been threatened by a dog. (The tenant does not have a dog.) Xcel finally secured a police escort, according to Rosie, and the gas, not the electricity, was turned-off on July 18, meaning the tenant had no hot water. However, the tenant did have use of the stove, the refrigerator, the lights and all other appliances. At no time had there been a life-threatening situation such as those described by Inspector Thomas and at no time was the property unfit for human habitation as claimed in Inspector Thomas' letters dated July 25 and 26.
- 2.) Mr. Wrich took action as soon as he learned about the situation. He drove from his home in Madison, Wisconsin to St. Paul to assure that everything was on-track. He had numerous conversations with the tenant and with Xcel, the tenant having given Xcel permission to discuss the account with Mr. Wrich. Xcel advised that as of 8:30 AM,

August 1, 2012, 46 hours after Mr. Wrich received the July 25th and 26th letters, the gas was connected and full power had been restored to the premises. Mr. Wrich has since had all of his tenants sign a Third party Notification form allowing Xcel to notify him if service is in jeopardy.

But these measures do not address some critical issues that remain.

1. JWA Investments, LLC considers the action to condemn the property to have been arbitrary and capricious and it should be expunged from the record. The orders dated July 12th, 25th and 26th from Inspector Thomas should be rescinded. Moreover, a letter of apology should be sent to Mr. Wrich from the Director of the DSI. Inspector Thomas, contrary to his claim, never inspected the premises and had no evidence that there was a safety problem, much less cause for condemnation or the claim that the property was unfit for human habitation.
2. In the future, if there is a potentially dangerous situation the DSI should adopt as policy that it will make a phone call or send an e-mail to the landlord as soon as it becomes aware of the situation so the landlord (a.) will be aware of the situation on his own property and (b.) can act expeditiously in the interest of the common good, the tenant, the City and the landlord.
3. Since Xcel and the City of St. Paul are both capable of making mistakes, before taking such serious action as condemning a property, declaring it uninhabitable, causing consternation to tenants and potentially damaging to the landlord's reputation, the City should exercise discretion. From the onset, the City had access to information in this case which was not available to the landlord for several days, and then he had fight to get it. The City could easily have confirmed beforehand that there was no basis for condemnation of the property but it did not do so. The City of St. Paul DSI should adopt as policy a routine check of the facts by confirming with the landlord and either Xcel or the tenant that power has in fact been discontinued before issuing a condemnation and placing a placard on the premises to that effect. Moreover, DSI management should review each instance of condemnation beforehand to assure confirmation of the facts. Any concerns arising out of this routine check should be immediately shared with the landlord. The landlord should never be left in the dark for several days while his vital interests are adversely affected or, more importantly, there is potential danger to tenants.
4. In this case, there was no advanced notice from DSI that inspector Thomas was even going to conduct an inspection. Had he done so, Mr. Wrich would have assured him access. As a result, Inspector Thomas never entered the premises nor had any evidence that the electricity had been turned off-- he acted on an assumption and took one of the most the most severe actions an inspector can take.
5. When the City has made a mistake, which certainly is not unexpected give the scope and complexity of its responsibilities and the fact that we are all human beings, it should simply own up to it and take corrective action.
6. Without casting aspersions on anyone, given the circumstances of this case, JWA Investments, LLC believes it would be in the best interest of all concerned if an Inspector other than James Thomas conducts future inspections on JWA Investment properties and we hereby request such from DSI management.

A final thought:

We are all in this together. The City of St. Paul needs the DSI – without it the living conditions for thousands of tenants would likely be worse. Moreover, by communicating problems to landlords and property owners, it helps safeguard our interests as well as the tenants' and City's.

But, the City of St. Paul also needs small investors such as JWA Investments. Without us, thousands of properties would stand vacant and large areas of the City could become abandoned slums with all the attending problems. We buy properties that often are truly uninhabitable and spend thousands of dollars restoring and maintaining them. We rent to

people without the means to buy their own homes and are struggling to keep their noses above the water line. If we can cash-flow \$3000 to \$4000 on a duplex after all expenses and PITA payments, we consider it a success. The local banks who help us finance these ventures are also at risk and they have much tougher lending policies than in the past

There are still thousands of foreclosed and vacant housing units in St. Paul. The City's principal hope that these will be occupied rests with potential small investors who buy a few at a time and get a local lender to finance them. It's a lot of work and no one will get rich quick by doing it.

The City also has a reputation to protect. Potential investors have many options besides abandoned housing in St. Paul, and few come with the headaches of being a landlord.

None of us benefits from hostility or "game-playing". We need to work together, watch out for each other and create a livable and hopefully prosperous environment. It is in that spirit that JWA Investments, LLC submits this appeal.

Sincerely,

James T. Wrich, Owner  
JWA Investments, LLC

RESIDENTIAL LEASE



THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS  
CERTIFIED THAT THIS LEASE COMPLIES WITH THE  
MINNESOTA PLAIN LANGUAGE CONTRACT ACT

(Minnesota Statutes Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect.

RESIDENTS: (List all persons who will live in the Apartment)  
FELICIA BELL AND DUANE J. FOX  
(470-86-5237)

MANAGEMENT: (Enter company name if applicable) JWA INVESTMENTS, LLC

STREET ADDRESS OF PREMISES ("Apartment") 978 OMAHA ST

APARTMENT NO. \_\_\_\_\_ DURATION OF LEASE 12 MONTHS (enter number of months or month-to-month)

STARTING DATE OF LEASE 01/12 DATE THIS LEASE ENDS (if appropriate) 01/31/13

NOTICE PERIOD (The NOTICE PERIOD is one full month unless this Lease states a different notice period) 60 DAYS

MONTHLY APARTMENT RENT \$ 1095 SERVICE CHARGE \$ 25 WASH & DRYER

OTHER MONTHLY RENT CHARGES (e.g. garage) \$ N/A

TOTAL MONTHLY RENT \$ 1120 SECURITY DEPOSIT \$ \_\_\_\_\_

UTILITIES INCLUDED IN RENT:  Heat  Hot and Cold Water  Other TRASH

UTILITIES PAID BY RESIDENT:  Electricity  Telephone  Other \_\_\_\_\_

(The following is required by Minnesota Statutes, Section 504.22)

Authorized Manager of Apartment JAMES T. WIZICH

Address PO BOX 10226A, MIDDLETON, WI 53562

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is \_\_\_\_\_

(SAME AS ABOVE)

Address \_\_\_\_\_

\*Where appropriate, singular terms used in this Lease include the plural and pronouns of one gender include all genders.

The premises were constructed prior to 1978.

See attached disclosure of information

Additional Agreements (if any): 1.) NO SUBLETTING; 2) STOVE AND REFRIGERATOR BELONG TO OWNER; 3.) \$50 LATE FEE FOR LATE PAYMENT AFTER 5TH OF MONTH; 4.) PARTIAL PAYMENT DOES NOT PRECLUDE U.T.D. WASHERS AND DRYERS ARE OWNED BY OWNER.

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT

JWA INVESTMENTS, LLC  
 by James T. Wizich  
 Date Signed 01/05/12

(Resident) \_\_\_\_\_  
 (Resident) Felicia Bell  
 (Resident) Duane J. Fox  
 Date signed 1-5-12

Resident acknowledges receipt of the Lease by signature on this document.

- TERMS OF THIS LEASE
- A. RENT
- PAYMENT: RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.
  - WHO IS RESPONSIBLE FOR RENT: Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.
  - DUTY TO PAY RENT AFTER EVICTION: If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: 1) the Apartment is re-rented; 2) the DATE THIS LEASE ENDS; or 3) if the Lease is month-to-month, the next notice period ends. If the Apartment is re-rented for less than the rent due under this lease, RESIDENT will be responsible for the difference until the DATE THIS LEASE ENDS or, if the Lease is month-to-month, until the end of the next notice period.
  - LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE: RESIDENT will pay the SERVICE CHARGE listed above if RESIDENT does not pay the full monthly rent by the 5th day of the month. RESIDENT also will pay a fee of \$20 for each returned check.
- USE OF APARTMENT
- OCCUPANCY AND USE: Only the persons listed above as RESIDENTS may live in the Apartment. Persons not listed as RESIDENTS may live in the Apartment only with the prior written consent of MANAGEMENT. RESIDENTS may use the Apartment and utilities for normal residential purposes only.
  - SUBLETTING: RESIDENT may not lease the Apartment to other persons (sublet), assign this Lease, or sell this Lease without the prior written consent of MANAGEMENT.
  - RESIDENT PROMISES: 1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet; or allow his/her guests to do so; 2) to use the apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; 3) not to use or store on or near the Apartment any flammable or explosive substance; 4) not to interfere in the management and operation of the Apartment.

8. **WATERBEDS:** RESIDENT may not keep a waterbed or other water-filled furniture in the Apartment without the prior written consent of MANAGEMENT.
9. **PETS:** RESIDENT may not keep animals or pets of any kind in the Apartment without the written consent of MANAGEMENT.

**C. CONDITION OF APARTMENT**

10. **MANAGEMENT PROMISES:** 1) That the Apartment and all common areas are fit for use as a residential premises; 2) to keep the Apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by RESIDENT except when damage is caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 3) to maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas clean and in good condition.
11. **RESIDENT PROMISES:** 1) Not to damage or misuse the Apartment or waste the utilities provided by MANAGEMENT or allow his/her guests to do so; 2) not to paint or wallpaper the Apartment, or make any structural changes in the Apartment without the prior written consent of MANAGEMENT; 3) to keep the Apartment clean; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the Apartment that are dangerous to human health or safety, or which may damage the Apartment or waste utilities provided by MANAGEMENT; 6) that when RESIDENT moves out, the Apartment will be left in good condition, except for ordinary wear and tear; 7) not to remove any fixtures or furnishings supplied by MANAGEMENT without the prior written consent of MANAGEMENT; 8) to cooperate with MANAGEMENT'S efforts at pest control. This may include, among other things, RESIDENT'S emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the Apartment.
12. **SECURITY DEPOSIT:** Management may keep all or part of the security deposit: a) for damage to the Apartment beyond ordinary wear and tear; and b) for rent or other money owed to MANAGEMENT.
13. **DESTROYED OR UNLIVABLE APARTMENT:** If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may cancel this Lease immediately and may choose not to rebuild or restore the Apartment. If the destruction or damage was not RESIDENT'S fault and MANAGEMENT cancels this Lease, rent will be pro-rated and the balance will be refunded to RESIDENT.

**D. DURATION OF LEASE**

4. **FAILURE TO GIVE POSSESSION:** If MANAGEMENT cannot provide the Apartment to RESIDENT at the start of this Lease, RESIDENT cannot sue MANAGEMENT for any resulting damages but RESIDENT will not start paying rent until he/she gets possession of the Apartment.
5. **MOVING OUT BEFORE LEASE ENDS:** If RESIDENT moves out of the Apartment before the DATE THIS LEASE ENDS, RESIDENT is responsible for rent and any other losses or costs including court costs and attorney's fees.
16. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If RESIDENT wishes to move out of the Apartment on the DATE THIS LEASE ENDS, RESIDENT must give MANAGEMENT prior written notice equal to the NOTICE PERIOD. If RESIDENT fails to give proper notice, MANAGEMENT may a) extend the Lease for one NOTICE PERIOD and b) raise the rent. If RESIDENT stays in the Apartment after the DATE THIS LEASE ENDS, with the approval of MANAGEMENT, and RESIDENT and MANAGEMENT have not renewed this Lease or entered in to a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) MANAGEMENT may raise the rent.
17. **TERMINATION AND ALTERATION OF MONTH-TO-MONTH LEASE:** When the Lease is month-to-month, MANAGEMENT and RESIDENT may terminate the Lease only by giving the other party written notice equal to the NOTICE PERIOD. A notice to cancel a Lease is effective on the last day of a month. MANAGEMENT may change any of the terms of a month-to-month Lease, including the amount of rent, by giving RESIDENT written notice at least equal to the NOTICE PERIOD.
18. **MOVING OUT OF THE APARTMENT:** RESIDENT will move out of the Apartment when this Lease ends. If RESIDENT moves out after this Lease ends, RESIDENT will be liable to MANAGEMENT for any resulting losses including rent, court costs and attorney's fees.

**E. RIGHTS OF MANAGEMENT**

19. **EVICION:** If RESIDENT violates any of the terms of this Lease, RESIDENT may be evicted immediately and without prior notice. If RESIDENT is evicted but does not move out voluntarily, MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this Lease but MANAGEMENT does not sue or evict RESIDENT, MANAGEMENT may still sue or evict RESIDENT for any other violation of any term of this Lease. Under state law, a lawful seizure from any Apartment of any illegal object or substance, including drugs, constitutes unlawful possession of the Apartment by that RESIDENT, and is grounds for an automatic eviction.
20. **EVICION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between MANAGEMENT and RESIDENT that, pursuant to Minn. Stat. §504B.291, subd. 1(c), acceptance by MANAGEMENT of less than the full amount of rent due from RESIDENT does not waive MANAGEMENT'S right to recover possession of the rental premises for nonpayment by RESIDENT of balance of rent owed MANAGEMENT.
21. **ATTORNEY'S FEES AND ENFORCEMENT COSTS:** If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorney's fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.
22. **MANAGEMENT'S RIGHT TO ENTER:** MANAGEMENT or its authorized agents may enter the Apartment at any reasonable time to inspect, improve, maintain or repair the Apartment, or do other necessary work, or to show the Apartment to potential new RESIDENTS or buyers.
23. **MANAGEMENT'S LEGAL RIGHTS AND REMEDIES:** MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies MANAGEMENT does not give up any other rights or remedies it may have. Acceptance of rent does not waive MANAGEMENT'S right to evict RESIDENT for any past or existing violation of any term of this Lease.
24. **LEASE IS SUBJECT TO MORTGAGE:** The Apartment building may be mortgaged or may be subject to a contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to RESIDENT'S rights. For example, if a mortgage on the Apartment building is foreclosed, the person who forecloses on the Apartment building may, at their option, terminate RESIDENT'S lease.

**F. LIABILITY OF RESIDENT AND MANAGEMENT**

25. **DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his/her property, guests or their property that was not caused by MANAGEMENT. MANAGEMENT recommends that RESIDENT obtain Renter's insurance to protect against injuries or property damage.
26. **ACTS OF THIRD PARTIES:** MANAGEMENT is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under MANAGEMENT'S control.
27. **RESIDENT SHALL REIMBURSE MANAGEMENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs MANAGEMENT has because of abandonment of the Apartment or other violations of the Lease by RESIDENT, such as costs for advertising the Apartment; 4) all court costs and attorney's fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or charge.
28. **WHEN PAYMENTS ARE DUE:** Any amount owed by RESIDENT is due when MANAGEMENT asks for it. MANAGEMENT does not give up its right to any money owed by RESIDENT because of MANAGEMENT'S failure or delay in asking for any payment. MANAGEMENT can ask for any money owed by RESIDENT before or after RESIDENT moves out of the Apartment.

**G. MISCELLANEOUS:**

29. **FALSE OR MISLEADING RENTAL APPLICATION:** If MANAGEMENT determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this Lease and may be evicted.
30. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE, NO ORAL AGREEMENTS:** Any attachments to this Lease are a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. MANAGEMENT'S building rules are a part of this Lease, and MANAGEMENT may make reasonable changes in these rules at any time by giving RESIDENT written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between RESIDENT and MANAGEMENT.
31. **NOTICES:** All RESIDENTS agree that notices and demands delivered by MANAGEMENT to the Apartment are proper notice to all RESIDENTS, and are effective as soon as delivered to the Apartment.



CITY OF SAINT PAUL  
*Christopher B. Coleman, Mayor*

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

Telephone: 651-266-8989  
Facsimile: 651-266-8951  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

July 26, 2012

JWA INVESTMENTS LLC  
C/O JIM WRICH  
3674 MATHIAS COURT  
VERONA WI 53593-9574

### **FIRE INSPECTION CORRECTION NOTICE**

RE: 980 OMABAN ST  
Ref. #106906  
Residential Class: C

Dear Property Representative:

Your building was inspected on February 18, 2009 for the renewal of your Fire Certificate of Occupancy. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected prior to the re-inspection date. A re-inspection will be made after July 25, 2012.

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

**YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.**

#### **DEFICIENCY LIST**

1. 978 - SPLC 34.23, MSFC 110.1 - This occupancy is condemned as unfit for human habitation. This occupancy must not be used until re-inspected and approved by this office.
2. SPLC 34.14 (2), 34.34 (5) - Provide an approved electrical service adequate to meet the buildings needs. Have Xcel restore electrical service.
3. SPLC 34.11 (6), 34.34 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
4. SPLC 39.02(c) - Complete and sign the smoke detector affidavit and return it to this office.



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: (651-266-8688) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: [james.thomas@ci.stpaul.mn.us](mailto:james.thomas@ci.stpaul.mn.us) or call me at 651-266-8983 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,

James Thomas  
Fire Inspector

Reference Number 106906