



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

AUG 16 2013

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 payable to the City of Saint Paul (if cash: receipt number CK# 15517)
 - 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

<p>HEARING DATE & TIME (provided by Legislative Hearing Office) Tuesday, <u>8/27/13</u></p> <p>Time <u>1:00 PM</u></p> <p>Location of Hearing: <u>Room 330 City Hall/Courthouse</u></p>
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Address Being Appealed:

Number & Street: 2075 Dayton City: St. Paul State: MN Zip: 55104

Appellant/Applicant: Dale & Nancy Lapakko Email: nlapakko@gmail

Phone Numbers: Business _____ Residence 952 929 6146 Cell 952 457-1919

Signature: Dale & Nancy Lapakko Date: Aug 14, 13

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
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

Application for acceptance as Student Housing (by St Thomas) was filled out & mailed Aug 2012 but never rec'd by City of St Paul. We've rented to students since 9/2002 as supported by John Hershey, liason officer to St. Thomas



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

Telephone: 651-266-8989

www.stpaul.gov

August 12, 2013

RE: 2075 DAYTON AVE

DALE LAPAKKO
NANCY LAPAKKO
3371 BROWNLOW AVENUE
ST LOUIS PARK MN 55426

*city clerk
appeals
print remail mail
\$25 filing fee*

Notice of Incomplete Student Housing Registration Application

Your application for Registration of Existing Student Housing has been received and is denied due to the fact it was not received prior to application deadline of December 5, 2012.

Your application for Registration of Existing Student Housing lacks the following information, or is deficient as noted below. Please provide the listed information and resubmit your complete application, **BEFORE** December 5, 2012.

Applications received after December 5, 2012, will be reviewed as new applications and must meet all requirements of a new Student Housing property.

The listed property did not possess a valid Fire Certificate of Occupancy or valid Provisional Fire Certificate of Occupancy prior to June 27, 2012, and is not eligible for the initial registration period. You may apply as a new Student Housing property after December 5, 2012.

Documentation was not provided to validate student residents at the listed property within the 18 months immediately prior to August 8, 2012. (provide lease and student ID, or lease and student university registration receipt, or other acceptable documentation that identifies a student as a current or former resident)

The application form is incomplete as noted on the form.

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.

Michael G. Urmann
Fire Inspector II
Department of Safety & Inspections
375 Jackson Street – Suite 220
Saint Paul, MN 55101-1806
tel: 651-266-8990
fax: 651-266-8951



FW: 2075 Dayton Avenue

Hershey, John W. <JWHERSHEY@stthomas.edu>
To: Nancy Lapakko <nlapakko@gmail.com>

Mon, Aug 12, 2013 at 9:46 AM

From: Hershey, John W.
Sent: Monday, August 12, 2013 8:24 AM
To: Mike Urmann
Subject: 2075 Dayton Avenue

Mike.

To the best of my knowledge Kevin D. Hannon, Chase D. Heichel, Daniel G. Noehring and Kyle R Whitely were duly registered St. Thomas students during the 2012-13 academic year and resided at 2075 Dayton Avenue. According to my records, 2075 Dayton Avenue has been a continuously occupied student rental since September 2002.

Sincerely,

John Hershey
Neighborhood Liaison
University of St. Thomas
2115 Summit Avenue
St. Paul, MN 55105
[\[651\]962-6123](tel:6519626123) office
[\[651\]962-6410](tel:6519626410) facsimile
hw@stthomas.edu
office: 110A Loras Hall

LEGAL NOTICE: This message (including any attachments) may contain privileged or confidential information. Any unauthorized use or dissemination of this message in whole or in part is strictly prohibited. If you are not the intended recipient of this message, please notify the sender by return e-mail and delete this message from your system.

Student Housing Registration Application

(Initial Establishment Period)
Aug 8 - Dec 5, 2012

Send Application to:
Department of Safety & Inspections
375 Jackson Street - Suite 220
Saint Paul, MN 55101-1806
tel: 651-266-8989
fax: 651-266-8951



Chapter 67 of the Saint Paul Legislative Code requires all non-owner occupied one and two family dwellings used as student housing, which are located within the Student Housing (SH) overlay district, to be registered with the Department of Safety & Inspections.

Property Address: 2075 Dayton St. Paul 55104

Number of residential units: 1 Single Family () 2 Duplex
Number of STUDENT residents in each unit: 4
Number of bedrooms in EACH unit: 5
Number of TOTAL residents in each unit: 4

Owner Name(s): Dale & Nancy Lapakko

Owner Mailing Address: 3371 Brownlow Ave S
St. Louis Park, MN 55426

Owner Telephone Number: Home: 952 929 6146 Cell: 952 457-1919
Office: _____ Fax: 952 374 6236

Property Manager or Responsible Party Name: Dale & Nancy Lapakko

Property Manager or Responsible Party Mailing Address: same

Property Manager or Responsible Party Telephone Number:
Home: same Cell: "
Office: _____ Fax: "

Certification of use:
I certify that I have possessed either a valid Provisional Fire Certificate of Occupancy or a valid Fire Certificate of Occupancy, prior to June 27, 2012, and that the Fire Certificate continues to be valid. In addition, I certify that within the eighteen (18) months immediately preceding August 8, 2012, that the use of this dwelling met the definition of a Student Dwelling under SPLC Chapter 67, and I have attached acceptable documentation in support of same. (attachments)

Submitted by: Property Owner or Responsible Party; (print name) _____
Nancy Lapakko
Signature: Nancy Lapakko Date: 8/24/12
Applicant, see back for definitions and additional information

DSI - Review: Property meets requirements of SPLC 67 for initial establishment
() YES () NO () Additional comments of reviewer on additional sheet.

Reviewed by: _____ Date: _____



**Fire Certificate of Occupancy
Fee Invoice**

Check this box if making any name or mailing address corrections.

CITY OF SAINT PAUL
Department of Safety and Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
PHONE: (651) 266-8989
FAX: (651) 266-9124
An Equal Opportunity Employer

DALE LAPAKKO NANCY LAPAKKO
3371 BROWNLOW AVENUE
ST LOUIS PARK MN 55426

Bill Date: August 10, 2012
Customer #: 941276

Amount Due: \$255.00
Due Date: September 10, 2012

**** Late fees will be charged if not paid by due date ****

Property Address:
2075 DAYTON AVE

Ref. # 102840
Folder RSN: 1610265

Date	Type of Fee	Amount
February 21, 2012	CO Residential 1 & 2 Units Initial Fee	\$170.00
August 9, 2012	CO Residential 1&2 Unit Reinspection Fee	\$85.00

PAY THIS AMOUNT:

\$255.00

*mailed form:
Student Aug 24, 12
Housing

2075

Mail to: Billing
Saint Paul Fire Inspection
375 Jackson Street, Suite 220
St. Paul, MN 55102-1806

Make Checks Payable to: City of St. Paul

**** Return this document with payment ****

952 929 6146

Signature DALE A. LAPAKKO
NANCY E. LAPAKKO
3371 BROWNLOW AVE
MINNEAPOLIS, MN 55426-4227

15385
17-1/910 5931
3500341980

8/15/12 Date

IF PAYEE
Order of City of St. Paul

Custom Two Hundred Fifty Five \$ 255.00
no / 1000 Dollars

AI
Enter A Number

WELLS FARGO Wells Fargo Bank, N.A. Minnesota wellsfargo.com

For 2075 Dayton Nancy Lapakko MP

⑆091000019⑆ 3500341980 15385

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Noah John Kaiser

Name, Address and Phone # of person to notify in case of emergency:

Macy Weber, 1901 South Lane, Mendota Heights 55118 (651)-2266392

The amount of rent for said house shall be \$ 2600.00 per month.

The damage deposit of \$ 2600.00 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1 20 12 and shall continue until May 31, 2013.

Rent shall include the following: Water and Garbage
Rent does not include: Gas, Electricity or phone/cable.

THE FOLLOWING COVENANTS ARE A PART OF THIS LEASE

1. PAYMENT OF RENT: The resident agrees to pay without demand to the owner on the first day of the calendar month, in advance, the rent herein specified. Rent not paid to the owner by the second day of the month due shall constitute a breach of this contract and the owner shall have the right to cancel this lease by giving the resident written notice to that effect. If notice is not so given during that specific month, the lease shall continue in full force and effect. A late charge will begin on the fifth day, when it will increase to \$5.00 per day. There will be a \$25.00 charge in addition to the late charge for any check returned to the owner by the resident's bank.
2. USE OF HOUSE: The resident agrees to occupy said premises as a dwelling for the undersigned person(s) only and for no other purposes. Names of all occupants must be on record. All loud music and other loud noises must stop by 10:00pm on Sunday through Thursday nights and 11:00pm on Friday and Saturday nights. Residents will be held financially responsible for all actions and damages caused by their guests. No kegs or underage drinking are allowed on or in the premise.
3. UPKEEP AND REPAIR: The resident agrees to keep premises in a good condition as they are now, or maybe put into by owner, ordinary wear resulting from careful usage and damage by the elements occurs with fault upon the resident and be responsible for and repair all breakage or damage to any part of the house and replacement of the same to original condition. The resident also agrees to keep the area around the garbage cans neat and clean. Residents shall give written notice to the owner of any repairs to be made. It will be the renter's responsibility to shovel and keep clean the front steps and sidewalks.

16. DRIVEWAY AND GARAGE: There shall not be any car or vehicle repairs done in the garage, on the driveway, or on the street in front of the property or in the parking area. No parking in rear alleys at any time.

Page 3

17. FIREPLACE: Use of the fireplace is prohibited

18. WATERBEDS: Resident agrees not to permit waterbeds or any other water-filled furniture on the premises, unless agreed to in writing by the owner or agent.

INITIAL SECURITY DEPOSIT: \$ _____

Signature of Resident: Noah Kaiser

Print Name of Resident: Noah Kaiser

Signature of Owner/Agent: Stanley Lapakho

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Kevin Hannon

Name, Address and Phone # of person to notify in case of emergency:

Kevin Hannon, 1968 Juliet Ave, 651-331-1848

The amount of rent for said house shall be \$ 2600.⁰⁰ per month.

The damage deposit of \$ 2600.⁰⁰ will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1 2012 and shall continue until May 31, 2013.

Rent shall include the following: Water and Garbage

Rent does not include: Gas, Electricity or phone/cable.

THE FOLLOWING COVENANTS ARE A PART OF THIS LEASE

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INITIAL SECURITY DEPOSIT: \$ _____

Signature of Resident: Kevin Hannon

Print Name of Resident: Kevin Hannon

Signature of Owner/Agent: Francis Japakho

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Zachary Michael Riedeman

Name, Address and Phone # of person to notify in case of emergency:

Julie Riedeman, 26275 Glen Oak Dr, 612-860-3447

The amount of rent for said house shall be \$ 2600.00 per month.

The damage deposit of \$ 2600.00 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1, 2012 and shall continue until May 31, 2013.

Rent shall include the following: Water and Garbage
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THE FOLLOWING COVENANTS ARE A PART OF THIS LEASE

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INITIAL SECURITY DEPOSIT: \$ _____

Signature of Resident: Zach Priedeman

Print Name of Resident: Zach Priedeman

Signature of Owner/Agent: Stanley Japarkho

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Kyle Whitley

Name, Address and Phone # of person to notify in case of emergency:
Kyle Whitley, 7466 NW 51 Way Coconut Creek, FL 33073
(954) 415-5022

The amount of rent for said house shall be \$ 2600.⁰⁰ per month.

The damage deposit of \$ 2,600 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1 2012 and shall continue until May 31, 2013.

Rent shall include the following: Water and Garbage
Rent does not include: Gas, Electricity or phone/cable.

THE FOLLOWING COVENANTS ARE A PART OF THIS LEASE

- PAYMENT OF RENT:** The resident agrees to pay without demand to the owner on the first day of the calendar month, in advance, the rent herein specified. Rent not paid to the owner by the second day of the month due shall constitute a breach of this contract and the owner shall have the right to cancel this lease by giving the resident written notice to that effect. If notice is not so given during that specific month, the lease shall continue in full force and effect. A late charge will begin on the fifth day, when it will increase to \$5.00 per day. There will be a \$25.00 charge in addition to the late charge for any check returned to the owner by the resident's bank.
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18. WATERBEDS: Resident agrees not to permit waterbeds or any other water-filled furniture on the premises, unless agreed to in writing by the owner or agent.

INITIAL SECURITY DEPOSIT: \$ _____

Signature of Resident: Kyle Whitley

Print Name of Resident: Kyle Whitley

Signature of Owner/Agent: Francis Japakho

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Chase Heichel

Name, Address and Phone # of person to notify in case of emergency:

Thadd + Kathy Heichel, 16649 Houston Avenue Lakville MN 55044, 952-431-6454

The amount of rent for said house shall be \$ 2,500 per month.

The damage deposit of \$ 2,500 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1 20 11 and shall continue until May 31.

Rent shall include the following: Water and Garbage
Rent does not include: Gas, Electricity or phone/cable.

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17. FIREPLACE: Use of the fireplace is prohibited

18. WATERBEDS: Resident agrees not to permit waterbeds or any other water-filled furniture on the premises, unless agreed to in writing by the owner or agent.

INITIAL SECURITY DEPOSIT: \$ 2500.00

Signature of Resident: *Chase Heichel*

Print Name of Resident: Chase Heichel

Signature of Owner/Agent: *Nancy Papadakis*

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Kyle Whitley

Name, Address and Phone # of person to notify in case of emergency:
Terrill Whitley 7466 NW 51 Way Coconut Creek FL 33073
(954) 415-5082

The amount of rent for said house shall be \$ 2,500 per month.

The damage deposit of \$ 2,500 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1 2011 and shall continue until May 31.

Rent shall include the following: Water and Garbage
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17. FIREPLACE: Use of the fireplace is prohibited

18. WATERBEDS: Resident agrees not to permit waterbeds or any other water-filled furniture on the premises, unless agreed to in writing by the owner or agent.

INITIAL SECURITY DEPOSIT: \$ 2500

Signature of Resident: Kyle Whitley

Print Name of Resident: Kyle Whitley

Signature of Owner/Agent: Nancy Kapano

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Daniel Noehring

Name, Address and Phone # of person to notify in case of emergency:

Gary & Dawn Noehring 10651 Southern Oaks Dr.
Lakeville MN, 55044.

The amount of rent for said house shall be \$ 2,500 per month.

The damage deposit of \$ 2,500 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

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INITIAL SECURITY DEPOSIT: \$ 2500.00

Signature of Resident: Daniel Noehring

Print Name of Resident: Daniel Noehring

Signature of Owner/Agent: Nancy Lapakhi

nlapakko@gmail.com

Dale and Nancy Lapakko
3371 Brownlow Avenue South
St. Louis Park, Mn 55426
C: (952) 457-1919

RENTAL AGREEMENT

Building Address: 2075 Dayton Ave. St. Paul, Mn 55104

Name of Occupant/Renter: Leo Leighton

Name, Address and Phone # of person to notify in case of emergency:
Michelle Cilligan, 4338 Jennifer Court, 612-308-0874
55123, MN

The amount of rent for said house shall be \$ 2,500 per month.

The damage deposit of \$ 2,500 will be required by the owner as security for the performance of the covenants hereinafter set forth. This deposit will remain with the owner until 21 days after the resident has vacated, 30 days if a violation of the covenants has occurred and will not be deducted from the last payment of rent.

Said lease shall commence on the first day of June 1 2011 and shall continue until May 31.

Rent shall include the following: Water and Garbage
Rent does not include: Gas, Electricity or phone/cable.

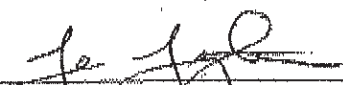
THE FOLLOWING COVENANTS ARE A PART OF THIS LEASE

1. **PAYMENT OF RENT:** The resident agrees to pay without demand to the owner on the first day of the calendar month, in advance, the rent herein specified. Rent not paid to the owner by the second day of the month due shall constitute a breach of this contract and the owner shall have the right to cancel this lease by giving the resident written notice to that effect. If notice is not so given during that specific month, the lease shall continue in full force and effect. A late charge will begin on the fifth day, when it will increase to \$5.00 per day. There will be a \$25.00 charge in addition to the late charge for any check returned to the owner by the resident's bank.
2. **USE OF HOUSE:** The resident agrees to occupy said premises as a dwelling for the undersigned person(s) only and for no other purposes. Names of all occupants must be on record. All loud music and other loud noises must stop by 10:00pm on Sunday through Thursday nights and 11:00pm on Friday and Saturday nights. Residents will be held financially responsible for all actions and damages caused by their guests. No kegs are allowed on or in the premise.
3. **UPKEEP AND REPAIR:** The resident agrees to keep premises in a good condition as they are now, or maybe put into by owner, ordinary wear resulting from careful usage and damage by the elements occurs with fault upon the resident and be responsible for and repair all breakage or damage to any part of the house and replacement of the same to original condition. The resident also agrees to keep the area around the garbage cans neat and clean. Residents shall give written notice to the owner of any repairs to be made.

17. FIREPLACE: Use of the fireplace is prohibited

18. WATERBEDS: Resident agrees not to permit waterbeds or any other water-filled furniture on the premises, unless agreed to in writing by the owner or agent.

INITIAL SECURITY DEPOSIT: \$ 2,500

Signature of Resident: 

Print Name of Resident: Leo Beighton

Signature of Owner/Agent: 