



# APPLICATION FOR APPEAL

RECEIVED  
OCT 11 2010  
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 337957)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed

<i>YOUR HEARING Date and Time:</i>
Tuesday, <u>October 12, 2010</u>
Time <u>11:30 a.m.</u>
<i>Location of Hearing:</i>
<u>Room 330 City Hall/Courthouse</u>

## Address Being Appealed:

Number & Street: 934 Juno Ave City: St. Paul State: MP Zip: 55102

Appellant/Applicant: Jon Starbeck Email: jstarbeck@yahoo.com

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell: 651-247-7008

Signature: [Signature] Date: 10-11-10

Name of Owner (if other than Appellant): We believe it is now Fannie Mae

Address (if not Appellant's): 700 Twelve Oaks Ctr. Dr. #235 MPLS.

Phone Numbers: Business 800-732-6643 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
- Fire C of O: Only Egress Windows
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other
- Other
- Other

See attachments



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

Nuisance Building Code Enforcement

375 Jackson Street, Suite 220

Saint Paul, MN 55101-1806

651-266-8989

651-266-1919

[www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

October 11, 2010

Federal National Mortgage Ass  
Po Box 650043  
Dallas TX 75265-0043

## VACANT BUILDING REGISTRATION NOTICE

The premises at **934 JUNO AVE**

has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required to register this building with the Department of Safety and Inspections, Vacant Buildings Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of **\$1,100.00**. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

**Please return the enclosed registration form along with your payment by November 11, 2010.**

### **Do not mail cash.**

If you wish to pay in person, you may do so from 8:00 a.m. to 4:00 p.m. Monday through Friday at:

DEPARTMENT OF SAFETY AND INSPECTIONS  
375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806

You may file an appeal to this fee or registration requirements by contacting the Office of the City Clerk at (651) 266-8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

**If the registration fee is not received in this office within 45 days of the due date 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.**

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, Dennis Senty,  
at 651-266-1930 to find out what must be done before this  
building can be legally reoccupied.**

The Enforcement Officer may declare this building(s) 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 Officer 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 Enforcement Officer, Dennis Senty, at 651-266-1930.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

Thank You,

Steve Magner  
Vacant Buildings Program Manager  
Department of Safety and Inspections

Enclosures: Regulations Requirements Information  
Vacant Building Registration Form

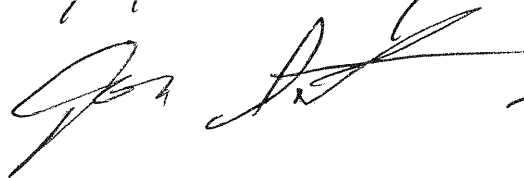
SM: ds  
vb\_registration\_notice 06/10

10-10-10

To whom it my concern:

We have been taking care of the day to day and upkeep of this property (934 Juno Ave) for all most (2) years with a non-reliable landlord, have even been paying the water bill, and now the city wants or did condemn the house after power was shut off we had made arrangements to restore service on Oct. 5th and someone from the city called left word not restore power so it could be condemned along with the enclosed, and house is now owned by Fannie Mac now that were aware of this why are we having to deal with this instead of continuing to live in and paying to buy the home from Fannie Mac.

Thank you for your time

 Tammy B. Sullivan



CITY OF SAINT PAUL  
Christopher B. Coleman, Mayor

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

Telephone: 651-266-8989  
Facsimile: 651-266-1919  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

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Yog hais tias koj hais lus Hmoob thiab koj tsis to taub tsab ntawv no, hu rau tus txhais lus ntawm (651) 266-8989. Nws yog pab dawb zwb. Si necessita un traductor, por favor lllamanos al (651)266-8989. No costo.

**October 04, 2010**

Federal National Mortgage Assoc.  
Po Box 650043  
Dallas TX 75265-0043

John Starbeck or Occupant  
934 Juno Ave  
St Paul MN 55102-3716

## CORRECTION NOTICE

RE: **934 JUNO AVE**  
File #: **10-905893**

Dear Sir or Madam:

The City of Saint Paul, Department of Safety and Inspections has inspected the above referenced property on **October 04, 2010** and has determined that the following deficiencies exist in violation of the Saint Paul Legislative Code<sup>1</sup> (see footnote 1, below).

1. The structure is a condemned registered vacant building and must have a **Certificate of Occupancy** before the structure may be occupied.

Immediately vacate the structure or obtain a **Certificate of Occupancy** from the Department of Safety and Inspections, Fire Prevention Program.

You may contact Pat Fish for team inspection and issuance of **Certificate of Occupancy**.

You are hereby notified to correct these deficiencies in accordance with the appropriate codes. The Enforcement Officer will reinspect these premises on or after **October 08, 2010**, by which date the violations noted must be corrected. **Failure to correct these deficiencies may result in the issuance of criminal charges<sup>2</sup>** and/or a civil lawsuit, and possible abatement/assessment by the City. All repairs and new installations must be made in accordance with the appropriate codes. Permits may be obtained by calling 651-266-8989.

You may file an appeal to this notice by contacting the City Clerk's Office at 651-266-8688. Any appeal must be made in writing within 10 days of this notice. (You must submit a copy of this Notice when you appeal, and pay a filing fee.)

**If you have any questions or request additional information, please contact me. To arrange an appointment or request an extension of time to complete repairs, you will need to speak directly to me at 651-266-1930.**

Sincerely,

**Dennis Senty**  
Badge # 352  
CODE ENFORCEMENT OFFICER



1769 LEXINGTON AVE. N., BOX #316 ROSEVILLE, MN 55113  
PHONE: 651-338-0805 FAX: 651-488-0462  
www.telproperties.com

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15 \_\_\_\_ day of \_\_December\_\_\_\_\_, \_2009\_\_\_\_\_, by and between

**TEL PROPERTIES LLC** whose address is 1769 Lexington Avenue North, Suite # 316 (hereinafter referred to as "Lessor") and

**JOHN R. STARBECK,** (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in **Ramsey County, St. Paul, Minnesota**, such real property having a street address of

**934 JUNO AVE, SAINT PAUL, MN 55102. , HOUSE ONLY, NO GARAGE**

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of **ONE** year, such term beginning on **JANUARY 1, 2010**, and ending at 12 o'clock midnight on **DECEMBER 31, 2010**.

2. **RENT.** The total rent for the term hereof is the sum of **FOUR HUNDRED AND FIFTY DOLLARS (\$450.00)** payable on the **FIRST** day of each month of the term, in equal instalments of **FOUR HUNDRED AND FIFTY DOLLARS (\$450.00)** first instalment to be paid upon **(JANUARY 1, 2010)** the due execution of this Agreement. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.

### 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.

**RESIDENT:** (list all persons, and their dates of birth, who will live in the apartment)  
John Starbuck and Tanya Belle Lemille

**MANAGEMENT:** (enter company name if applicable) Owner - Hassan Tetteh  
Leasing Agent - Mark Hulsey - Ro Max

**STREET ADDRESS OF PREMISES ("Apartment")** 934 Juno Ave, St Paul, MN

**APARTMENT NO.** Front **DURATION OF LEASE** (enter number of months or month-to-month) 12 months

**STARTING DATE OF LEASE** March 1, 2009 **DATE THIS LEASE ENDS** (if appropriate) Feb 28, 2010

**NOTICE PERIOD** (the NOTICE PERIOD is one full month, unless this LEASE states a different notice period) 60 Day

**MONTHLY APARTMENT RENT \$** 675.00 **SERVICE CHARGE \$** 50 late fee \$25.00

**OTHER MONTHLY RENT CHARGES** (e.g. garage) \$ None

**TOTAL MONTHLY RENT \$** 675.00 **SECURITY DEPOSIT \$** 675.00

**UTILITIES INCLUDED IN RENT:**  Heat  Hot and Cold Water  Other \_\_\_\_\_

**UTILITIES PAID BY RESIDENT:**  Electricity  Telephones  Other Heat, trash, Repairs

(the following is required by Minnesota Statutes, Section 504B.181)

**Authorized Manager of Apartment** Owner - Hassan Tetteh, Leasing - Mark Hulsey

**Address** TEL Properties 1719 Lexington Ave N Ste 316 Rosville, MN 55113

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

Address \_\_\_\_\_

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

**Additional Agreements** (if any) Tenant responsible for blocked drains if caused by tenant. No female products in toilet / sewer system.

Management (acting as agent for 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**

Mark Hulsey  
by Leasing Agent - Ro Max  
Date Signed 2/24/09

N/A  
(Resident)  
Tanya Y. Belle Lemille  
(Resident)  
Date Signed 3/07/09

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 5<sup>th</sup> of day of the month. RESIDENT also will pay a fee of \$20 for each returned check.
- B. 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 resident purposes only.
  - SUBLETTING:** RESIDENT may not lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without 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 building; 5) that the Apartment, common areas, or area surrounding the building will not be used by the RESIDENT, any member of the RESIDENT'S household, any guest of the RESIDENT, or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess or use any illegal drugs; or to engage in prostitution or any prostitution related activity; or to unlawfully use or possess any firearm; or to allow any stolen property on the premises.

TRANSMISSION VERIFICATION REPORT

TIME : 10/07/2010 20:50  
NAME : FEDEX OFFICE 0603  
FAX : 651--699-7031  
TEL :  
SER.# : 000H9N118121

DATE, TIME	10/07 20:48
FAX NO./NAME	18005448441
DURATION	00:01:13
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

to excel to restore power  
this had to be done by the 10-8

2nd  
attempt



TRANSMISSION VERIFICATION REPORT

TIME : 10/05/2010 12:08  
NAME : PEDEX OFFICE 0603  
FAX : 651--699-7031  
TEL :  
SER.# : 000H9N118121

DATE, TIME	10/05 12:07
FAX NO./NAME	18005448441
DURATION	00:01:11
PAGE(S)	03
RESULT	OK
MODE	STANDARD
	ECM

TO EXCEL 40 RESTORE POWER  
THIS HAD TO BE ~~DO~~ DONE BY 10-8

1<sup>ST</sup>  
Attempt