

Copy for #51  
Marcia

Larry Alexander  
224 N. Avon Street  
St. Paul, Minnesota 55104  
651-325-8436

May 17, 2011

Mr. Melvin Carter, III  
Ward 1  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

Mr. Dave Thune  
Ward 2  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

Mr. Pat Harris  
Ward 3  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

Mr. Russ Stark  
Ward 4  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

Mr. Lee Helgen  
Ward 5  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

Mr. Dan Bostrom  
Ward 6  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

Ms. Kathy Lantry  
Ward 7  
15 W. Kellogg Blvd  
St. Paul, MN. 55102

RE: Condemnation Order  
224 N. Avon Street

*cond/order vacate: Y*  
*VB. Prg: ?/Code C.?*  
*VB Fee?*  
*?/N*  
*time to finish*  
*insp conf -*  
*blowndeadlines*

**HAND DELIVERED**

Dear Councilman:

I am aware of the fact that this Council is scheduled to address my challenge of the building inspector's condemnation of my home at City Council on May 18, 2011. Please be advised that I challenge that decision and request that you vote to sustain my appeal of the May 2, 2011 condemnation order and/or lift the condemnation order based upon the following.

In broad strokes, I have corrected all principal violations and my home is not presently in a condemnable state. I believe that ordering the property vacant was precipitous - -- that I should have been granted time to address the concerns and that the property is not subject to the Vacant Building Ordinance. It is my sense that the inspector's May 2, 2011 decision to condemn the property as being unfit for human habitation was based upon 1) my failure to keep previous appointments and schedules of progress; 2) the belief of a raccoons infestation in the attic, 3) the status of the upper unit and 4) general conditions of the property which have been addressed.

May 17, 2011  
St. Paul City Council

### **MY FAILURES**

My failures were due to the fact that I was in negotiations with my insurance company regarding September 2010 storm damages to the roof. To my disappointment, in December 2010 they refused to accept responsibility for the damages. See Exhibit A. Afterwards, I commenced another round of negotiations and the insurance company reversed its position, agreeing to replace the entire roof. See Exhibit B.

Mistakenly, I focused only on resolving the insurance situation and failed to communicate with the inspector Joe Esling, who had set-forth a reasonable and doable schedule for addressing issues regarding the property. However, in my defense, when I agreed to the schedule in November 2010 with Mr. Esling, I verily believed that the insurance company would be paying the claim and thus, money would be available to address all issues. Notwithstanding, it is apparent that I should have continued to communicate with Mr. Esling during that period, but I did not.

### **RACCOON INFESTATION**

After being ordered to vacate the property, I hired Wildlife Management Services, which did a complete inspection on May 10, 2011. Significantly, the May 10, 2011 inspection revealed “no evidence of raccoon” and no current evidence of any type of infestation. This stated basis for the condemning the property on May 2, 2011 - - raccoons was false and have now been proven baseless. At best, as Mr. Esling relied exclusively upon Tamika Chapman, my tenant’s representations, it appears that he was duped. I have provided the May 10, 2011 report for your review and records. See Exhibit C

### **STATUS OF THE SECOND FLOOR UNIT**

I expected problems in Ms. Chapman’s unit and decided to coincide the inspection when the lease expiration at end of April 2011. The monthly rent was paid by the St. Paul Public Housing Agency and was thoroughly inspected by that agency under its Section Eight program and approved in June 2010. See Exhibits D & E. I do not accept the responsible for the habitability of that unit, as I surrendered the unit in good condition in June 2010 to my tenant. I ought not be held responsible for how Ms. Chapman kept her unit and the status of the unit did not justify the condemnation of the entire dwelling.

May 17, 2011  
St. Paul City Council

Nonetheless, I have addressed the principal violations noted by the inspector in connection with his condemnation, which includes putting covers on the outlets, light switches, repairing the doors, painting and cleaning the unit.

### **OUTSTANDING VIOLATIONS**

The principal exterior violations have been addressed, i.e. the spindle at the top of the exterior staircase, improper handrail, windows, electrical, deteriorated siding and maintenance of the yard.

Lastly, I have not addressed the roof, which the inspector had given me until the summer to address. Fortunately, finances will not be a problem as my insurance company has agreed to pay for a roof replacement and the additional (cosmetic) improvements will be addressed at that time.

Respectfully, I have already provided my insurance information to the legislative hearing officer and if additional information is requested, please feel free to contact me. Under no circumstances do I believe that they justify a condemnation order or the dwelling being deemed subject to your vacant building ordinance.

### **CONCLUSION**

In closing, it is my hope that as there is no evidence of a raccoon infestation in the property and as all other putative principal violations have been addressed, that the property be allowed to be reoccupied and the placards are removed. In furtherance of this request, I have contacted Inspector Joe Esling to ask that he view the property again and verify my representations. See Exhibit F.

Respectfully, I appreciate your consideration of the matters addressed.



Larry Alexander

c.c. Judy Hansen, Assistant City Attorney



INSURED	: GEORGINA STEPHENS	DATE OF REPORT	: 12/3/2010
LOCATION	: 224 AVON ST N	DATE OF LOSS	: 9/28/2010
	: SAINT PAUL, MN 55104-7352	POLICY NUMBER	: ALR371706100
COMPANY	: American Security Insurance Co	CLAIM NUMBER	: 00200438966
	:	OUR FILE NUMBER	: 00200438966
	:	ADJUSTER NAME	: PAYTON, JOHN

## BUILDING ESTIMATE

### BUILDING INFORMATION

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### ESTIMATE RECAP

Estimate Grand Totals:	\$256.24		
Total Depreciation:	\$0.00	Recoverable Depreciation:	\$0.00
A.C.V. Estimate Totals:	\$256.24	Non-Recoverable Depreciation:	\$0.00
Policy Deductible:	\$500.00	Total Depreciation:	\$0.00
Final Totals:	\$0.00		

# AMERICAN SECURITY INSURANCE COMPANY

11222 QUAIL ROOST DR, MIAMI, FL 33157-6543

March 30, 2011

GEORGINA STEPHENS  
875 LAUREL AVE  
SAINT PAUL, MN 55104-6522  
|||||

RE: Lender : CITIBANK FSB  
Loan # : Loan #2713824866011D  
Policy # : ALR371706100  
Claim # : 00200438966  
Date of Loss : 09/28/2010  
Cause of Loss : windstorm

Our review of your claim has been completed. A check in the amount of 10165.33 has been issued to you the borrower and the lender and mailed to ASSURANT SOLUTIONS (CITIBANK). A copy of the estimate is included for your review.

Below is an explanation of the payment:

Repair/Replacement	:	14553.89
Less Recoverable	:	3888.56
Depreciation	:	
Less Non-recoverable	:	0.00
Depreciation	:	
Less Recoverable	:	0.00
Overhead and Profit	:	
Less Deductible:	:	500.00
Payment Amount	:	\$10,165.33

We will pay no more than the actual cash value until actual repair or replacement is completed. You may make further claim for the recoverable depreciation and overhead & profit amounts within 180 days after the loss based upon and for any specific additional cost to you actually incurred within that period in replacing the damaged property on a replacement cost basis.

Please contact your lender to discuss disbursement of funds. Be sure to include your claim or policy number on any correspondence sent to us.

JOHN PAYTON  
Specialty Property Claims  
Phone: (866)719-2645  
Fax: 866-728-7098

cc: ASSURANT SOLUTIONS (CITIBANK)  
ATTN: Loss Drafts Dept.  
P.O. Box 8855



Springfield, OH 45501

This correspondence is written without prejudice to the parties herein involved and is not meant to be or should it be considered to be a waiver of any of your rights or ours.

MSPA125.doc





# Wildlife Management Services



7441 Jolly Lane • Brooklyn Park, MN 55428  
 wmsmn.com (763) 424-9111 (651) 646-0347 FAX (763) 424-9113



## ANIMAL ENTRY WORKSHEET AND INSPECTION REPORT

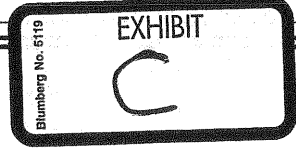
Date 5-10-11  
 Customer Lally Alexander Phone 651-385-8436  
 Address 204 N Avon St. City / Zip Code \_\_\_\_\_

Check List	Recommendations / Repairs Needed	Estimate	Initial
Attic Inspection	Squirrel and bird activity (old)		
Chimney Caps	Chimney needs professional restoration		
Soffits / Soffit Vents	Screen 2 missing soffit panels (S), Screen unsealed insulated area (S) (squirrel entries)	\$349.00	
Louvre Vents	good		
Furnace Pipe	good		
Dryer Vent	good		
Water / Gas / Elec. Lines	good		
Roof Vents	none		
Roof Overlaps	Screen/seal 1 Roof overlap (S) (squirrel entry)	\$99.00	
Fascia / Trim Boards	Screen/seal 9 fascia, trim holes (S, E, W) Screen/seal 1 soffit gap (N) (All squirrel entries)	\$699.00	
Siding	good		
Bath / Kitchen Fan Vents	install 1 fan vent guard (S) (Birds in vent)	\$69.00	
Deck / Porch / Patio	good		
Parasite Treatment	<del>not done</del> inaccessible		
Attic Insulation	under construction		
Rodent Management Stations	-		
Insect Management	-		

*No evidence of raccoons*

TOTAL = \$ 1216.00

Maintenance, Sanitation & Tree Trimming (refuse & rodents harborage areas; food sources - see reverse side for diagrams):  
Trim trees 9ft Trim Deck



**WARRANTY PROGRAM**

Price estimates firm for THIRTY (30) DAYS.

Service call charge guarantee to begin 1 day from completion of our repairs, and expires in 30 days.

1 YEAR Warranty against entry at all locations we repair.

No Warranty available due to conditions beyond our control.

*No warranty against squirrels, chimney must be repaired*



\_\_\_\_\_  
 CUSTOMER SIGNATURE

*[Signature]*  
 \_\_\_\_\_  
 TECHNICIAN SIGNATURE



NOTE: Customer understands that these repairs are necessary to prevent additional animal entry and damage. Failure to complete recommended repairs will void service charge coverage and any guarantees / warranties.



**Section 8 Housing Choice Voucher, Project-Based, Moderate Rehabilitation, or RAFS Program**

June 7, 2010

LARRY ALEXANDER  
875 LAUREL AVE  
SAINT PAUL MN 55104

**Inspection of:** 224 Avon Street North #2, 55104 for (Tamika Chapman)

**Inspection conducted on:** June 4, 2010

**Inspection conducted by:** Gino N.

**Type of inspection:** New/Mover Reinspection Additional Deficiencies

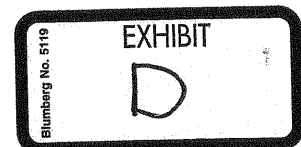
**The following Housing Quality Standards deficiency(ies) must be repaired for the above unit to qualify for the rent assistance program:**

1. The front north bedroom window screen is torn. Tape is not an acceptable repair.
2. The living room right window screen does not fit in the window properly.
3. The rear bedroom window screen is torn. Tape is not an acceptable repair.
4. The rear bedroom closet door mirror is cracked. Clear vinyl window tape or caulk would complete the repair. Scotch tape is not an acceptable repair.

**Additional Deficiencies:** The following Housing Quality Standards deficiency must also be repaired to approve the above unit for rental assistance:

1. The front north bedroom closet ceiling shows evidence of a water leak.

**Reinspection:** The tenant or owner must call the Inspection Scheduler when the repair work has been completed. Housing Assistance Payments cannot begin before the unit has passed inspection. Payments will not be retroactive.

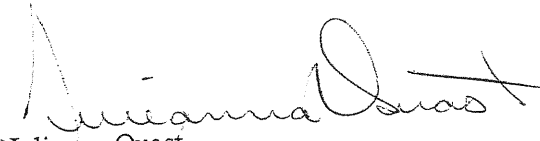


Larry Alexander  
June 7, 2010  
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Inspections scheduling and questions: Call 651-298-5087.

*THANK YOU FOR PARTICIPATING WITH OUR RENTAL ASSISTANCE PROGRAM.*

Sincerely,



Julianna Quast  
Assistant Section 8 Programs Manager

cc: Tamika Chapman

**PUBLIC HOUSING AGENCY**  
**SAINT PAUL**

555 North Wabasha Street, Suite 300  
Saint Paul, Minnesota 55102  
Main: 651-298-5158  
Fax: 651-292-7917

January 5, 2011

LARRY ALEXANDER  
875 LAUREL

Saint Paul MN 55104

TAMIKA CHAPMAN  
224 AVON ST N #2  
Saint Paul, MN 55104

**INTERIM ADDENDUM**

**AMOUNT OF CONTRACT RENT**

The total rent payable to the Owner for the Contract Unit ("Contract Rent") is \$1,245.00 per month.

You are hereby notified of the following changes in Sections 3.(B) and 3.(C).:

**(B) NET FAMILY CONTRIBUTION**

The revised family portion of rent payable by the family toward the Contract Rent is \$0.00 per month, effective February 1, 2011.

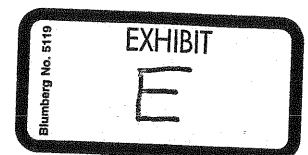
**(C) HOUSING ASSISTANCE PAYMENT**

The PHA shall pay on behalf of the Family, a Housing Assistance Payment of \$1,245.00 per month, effective February 1, 2011.

If you feel that this determination is incorrect, call me at (651) 298-5100 to discuss this matter.

Tammy Bailey  
Section 8 Technician

cc/S8-208/Rev. 1/99



Larry Alexander  
224 N. Avon Street  
St. Paul, Minnesota 55104  
651-325-8436

May 17, 2011

Mr. Joe Esling  
Building Inspector  
Department of Safety & Inspections  
375 Jackson Street  
St. Paul, Minnesota 55101

RE: Condemnation Order

Dear Sir:

I have finished all of the principal violations and would like for you to visit the property in connection with the City Council's meeting this Wednesday, May 18, 2011. I can be there at any time and I am excited about the progress of the repairs.

Thanking you in advance.



Larry Alexander

c.c. Judy Hansen, Assistant City Attorney

