



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

JUN 10 2022

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number 536254)
- 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

HEARING DATE & TIME

(provided by Legislative Hearing Office)

Tuesday, June 28, 2022

Time: you will be called between

1:00 p.m. & 3:00 p.m.

Location of Hearing:

Teleconference due to Covid-19 Pandemic

Call cell *

Address Being Appealed:

Number & Street: 181 Sherburne Ave City: Saint Paul State: MN Zip: 55103-2038

Appellant/Applicant: Lisa Lee Email Lee_Minnesota@yahoo.com

Phone Numbers: Business 651-201-1821 Residence 651-222-6023 Cell 651-295-5183 *

Signature: Lisa Lee Date: June 10, 2022

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/Correction
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other (Fence Variance, Code Compliance, etc.)

Am actively working on fixing building. See attachments.

Appeal of vacant building registration for 181 Sherburne Ave., Saint Paul MN 55103-2038

June 10, 2022 Friday

I had scheduled an exterior painting estimate before I received the vacant building registration and the vacant building sign on my house. I had the estimate done this morning by Paris Painting of Brooklyn Park <https://paris-painting.com/> and signed the contract. I will be paying 1/3 down once I get the link for online payment, presumably today. Attached is the contract and estimate. They will be using water and electricity from the house to do their work.

I would like the vacant building designation and fee canceled as I am progressing on fixing the house and can use the money that would have been paid for the fee to help pay the \$21,417 contracted for the painting.

They are hoping to start week of June 20, to be determined.

I had the house and garage re-roofed in 2015 by Sullivan Construction of Hastings. In 2020 I had work done by Pro Wildlife Services to prevent squirrels and birds from chewing their way in.

I had a new boiler put in by the former McQuillan Brothers plumbing and heating when Tim McQuillan was still there. It is still running well.

Though the painting is a huge amount of money, I will continue with other repairs also. I am trying to get the painting done as soon as possible to show I am sincere.

I would like vacant building registration canceled and I will continue to work on getting my house fixed.



Lisa Lee



CITY OF SAINT PAUL

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

Telephone: 651-266-8989
Facsimile: 651-266-1919
www.stpaul.gov/dsi

June 03, 2022

Lisa H Lee
181 Sherburne Ave
St Paul MN 55103-2038

Customer #:209103
Bill #: 1660234

VACANT BUILDING REGISTRATION NOTICE

The premises at **181 SHERBURNE 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 by law to register this building with the Department of Safety and Inspections, Vacant Building 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 **\$2,459.00**. 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.

Payment must be received by July 03, 2022 .

You may pay this registration fee online by going to **online.stpaul.gov** and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can be found on this letter.

To pay this invoice by mail please send this registration form along with payment to:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Do Not Mail Cash

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at the above address.

You may file an appeal to this fee or registration requirements by contacting the City Clerk's Office by calling (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 date of this letter, 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 , Matt Dornfeld, at 651-266-1902 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building 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 Office 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 District Inspector, Matt Dornfeld, at 651-266-1902.

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

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: mcd
vb_registration_notice 11/14

THIS CONTRACT FOR PAINTING SERVICES is made by and between the Customer And Contractor named below

- 1. Definitions.** As used in this agreement, the following terms have the following meaning: "Contractor" means Paris Painting LLC. "Customer", "You" or "Your" all mean the owner of the property or the person who signs this contract. "Proposal" means the proposal submitted to the Customer by the Contractor which describes the painting work the Contractor agrees to perform and the estimated cost to the Customer for performing the work specified in the Proposal. "Painting Services", "Services" or "Work" all mean the work described in the Proposal which the Contractor has agreed to perform for the Customer.
- 2. Services Provided By The Contractor.** The Contractor hereby agrees to furnish the labor, materials and supplies necessary to perform the Painting Services described in the Proposal in accordance with the terms and conditions contained in this Contract and the Customer agrees to pay the Contractor the Contract Price for the Painting Services in accordance with the Payment Schedule set forth in Section 8. of this Contract. The Customer authorizes the Contractor to use photographs taken at the jobsite for promotion.
- 3. Changes In The Services.** Any changes to the Services described in the Proposal must be in writing and signed by both the Customer and the Contractor. You understand and agree that if You request any changes to the Services, You may incur additional charges and that the completion of the work may be delayed beyond the anticipated completion date.
- 4. Client Responsibilities:** If your home is to be pressure washed there must be an accessible water spigot turned on with a minimum 2 days notice given. Failure to have the water turned on and accessible will result in a rescheduling fee of \$75. We also require a working outlet be accessible, if no exterior outlet is functional we require an extension cord to be run out from the garage or interior of home. If doors are included in the proposal we will require them to be opened at the time of painting. If doors cannot be opened contractor will leave the paint and a reschedule is available for \$75.
- 5. Insurance.** The Contractor will have in force general liability insurance with policy limits of not less than \$2MIM. The Contractor will also cause each painter performing Services to be insured under workers' compensation policy as required by applicable law.
- 6. Warranty.** All Painting Services performed by the Contractor under this Contract will be covered by a 3 year limited warranty.
- 7. Matters Beyond The Contractor's Control.** You and the Contractor agree that if the Contractor is unable to complete the Work by the Completion Date because of reasons that were not caused by the Contractor or because of events beyond the Contractor's control (such as fire, floods, acts of God, vandalism, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Work will be extended by such additional time as may be reasonably necessary for the Contractor to complete the Work.
- 8. Time For Performance.** The Contractor will complete the Painting Services in accordance with the following schedule. You understand and agree that all dates are subject to change if you request any changes or additions to the Work. Completion date is subject to weather conditions.

Start Date: June / July 2022

Completion Date: June / July 2022

- 9. Payment Schedule.** The Customer agrees to pay the Contractor the Total Payment specified below for the Painting Services in accordance with the following schedule:

Upon execution of this Contract you agree to pay a deposit in the amount of:	<u>\$7,068</u>
Upon Completion of the Work, You agree to pay the amount of:	<u>\$14,349</u>
The Total price of the Contract is:	<u>\$21,417</u>

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE. INVOICE PAYMENTS NOT RECEIVED WITHIN 15 DAYS WILL BE SUBJECT TO A 5% LATE FEE.

CUSTOMER SIGN ON: BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THIS CONTRACT DOES NOT INCLUDE ANY VERBAL OR UNWRITTEN AGREEMENTS MADE, ANY ANCILLARY EXPECTATIONS SHOULD BE PUT IN WRITING BEFORE SIGNING.

Client Signature: Lisa Lee

Paris Painting Signature: 

Print Name: Lisa Lee June 10 2022
Address: 181 Sherburne Ave
Saint Paul, MN 55103
Telephone: 651-295-5183
Email: Lee_minnesota@yahoo.com

Print Name: Alex Calof - President
Address: 3515 48th Ave. N
Minneapolis, MN 55429
Telephone: 763.515.4463
Email: Alex@paris-painting.com

PAINTING PROPOSAL

CLIENT Lisa Lee
STREET 181 Sherburne Ave
CITY Saint Paul
ZIP 55103
PHONE 651-295-5183
EMAIL lee_minnesota@yahoo.com



PARIS PAINTING OFFERS:
 - 3 Year Limited Warranty
 - \$2,000,000 Liability Insurance
 - Full Worker's Comp Coverage

Job ID: 42530

AREAS TO BE PAINTED

GENERAL DESCRIPTION:

Paris Painting to prep and paint the exterior of the home as detailed below. Assumes same color scheme unless otherwise noted.

Cold Washing

Description	Notes
1 Cold Wash	All areas to be painted, detailed below:

Areas to Paint

Description	Product	Sheen	Color	Coats	Notes
1 Body of the home - cement board shake siding	Duration	Flat	SW7005 Pure White	2	
2 Cedar Shake Siding	Duration	Flat	SW7005 Pure White	2	
3 All Wood Soffits & Fascia	Duration	Flat	SW7005 Pure White	2	
4 All Wood Window Trim and Outside Face of Wood Storm Windows (excludes all metal storm windows)	Duration	Flat	SW7005 Pure White	2	
5 Front Porch Wood Windows (glazing included) on Front Porch (outside face only)	Duration	Flat	SW7005 Pure White	2	
6 All Wood Door Trim (3 total)	Duration	Flat	SW7005 Pure White	2	
7 All Downspouts (excludes gutters)	Duration	Flat	SW7005 Pure White	2	
8 Decorative Wood Accents: corbels, 2nd stor balcony accents on front of home	Duration	Flat	SW7005 Pure White	2	
9 Concrete / Stone Foundation of Home	Duration	Flat	TBD Gray	2	
10 Detached Garage: All Siding, Soffits, Fascia, Doors, Door Frames, Windows	Duration	Flat	SW7005 Pure White	2	cannot scrape detached garage door without it deteriorating - will simply paint over it

MINOR MAINTENANCE / SURFACE PREPARATION

- House Wash
- Prep Team: Landscaping
- Prep Team: Garbage
- Prep Team: Pets/Kids - Gates
- Prep Team: Lead Paint
- Caulk missing, cracked, or loose gaps where needed
- Wood putty holes and missing or loose areas
- Full scrape to remove all loose and peeling paint (Level 2 back of proposal)

- NOTE:** House to be washed prior to crew arriving to start prep work
- NOTE:** No ladders directly on plants
- NOTE:** Leave the garbage by detached garage to be picked up by a Project Manager
- NOTE:** N/A
- NOTE:** Will follow EPA lead safety procedures
- NOTE:** N/A
- NOTE:** N/A
- NOTE:** NO SANDING ON YOUR PROJECT - ridge lines will remain on where areas that were scraped

