

RLH VBR 18-77



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

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 (non-refundable) (payable to the City of Saint Paul (if cash: receipt number _____))
 - 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, <u>Oct 2, 2018</u>
Time <u>2:30</u>
Location of Hearing: Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 1106 PAYNE AVE City: ST PAUL State: MN Zip: 55130

Appellant/Applicant: HYE R. NA Email: love62mama@gmail.com

Phone Numbers: Business _____ Residence _____ Cell 612-702-7074

Signature: [Handwritten Signature] Date: 9-26-2018

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: 500 N. ROBERT UNIT 616

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 (Fence Variance, Code Compliance, etc.)

EVICTON LEGAL PROCESS
DELAYED WORK UNTIL JUNE 2018.
S. ROIBIDEAU, GENERAL CONTRACTOR
IS FINISHING BIDDING PROCESS
THIS WEEK. WORK PERMITS (CITY)
HAVE BEEN PULLED.



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

September 18, 2018

Hye Ran Na
500 Robert St N Unit 616
St Paul MN 55101- 4456

Customer #: 159033
Bill #: 1357165

VACANT BUILDING REGISTRATION FEE WARNING LETTER

The Saint Paul City Council has adopted legislation which requires owners of vacant buildings to pay an annual fee and submit a registration plan on the form(s) enclosed with this letter. The annual fee is **\$2,127.00**. The purpose of this fee is to partially reimburse the City for administrative costs for registering and processing the Vacant Building Owner Registration forms and for the cost of monitoring these properties for compliance with Saint Paul Legislative Codes.

The fee for the vacant building located at 1106 PAYNE AVE is now past due. You have fifteen (15) days from the date of this letter to pay this bill before this fee is sent to assessment, to be collected with your property taxes.

DO NOT MAIL CASH

Saint Paul Legislative Code, Chapter 43, requires this fee be paid no later than thirty (30) days after the building becomes vacant, and if not paid, the owner shall be subject to collections and prosecution as prescribed in the Legislative Code. Also, if at any time the registration fee is unpaid and owing, building permits will be denied for this building.

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 owner(s) still will be subject to a criminal Summons and Complaint for failure to pay this vacant building registration fee. This citation will necessitate a court appearance in Ramsey County District Court and the owner(s) will be subject to penalties provided for by law. The enclosed registration form must accompany the fee payment.

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.

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

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

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.

If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Tom Friel, at 651- 266- 1906.

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

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.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: tf
vb_warning_letter 2/15



RESTORATION SPECIALISTS
State License No. 20130818 • Federal ID No. 41-1888793

WORK AUTHORIZATION TO PERFORM RESTORATION SERVICES AND RECEIVE PAYMENT

Property Address 11016 Payne Ave, St. Paul, MN
Insurance Co. _____ Claim No _____ Deductible _____
Adjuster _____ Phone _____

The undersigned (hereinafter "Owner") authorizes S. Robideau Construction, Inc. (hereinafter "Contractor") to proceed with services to restore the above described property from disaster damage.

Owner acknowledges that the work is being commenced without an agreement as to cost. Contractor will hereafter be generating a detailed estimate detailing the costs for such services, which estimate shall be provided to Owner and/or the insurance adjuster assigned to Owner's insurance claim; which estimate will be finalized and may thereafter be reduced to writing in the form of a written proposal, which if generated will be submitted to Owner for signature and acceptance.

Payment shall be due within thirty (30) days after the work is substantially completed (i.e. only punch list items remain), or upon Owner's receipt of insurance funds, whichever comes first. Owner agrees to pay Contractor for such services, and hereby assigns to Contractor the insurance proceeds payable for such services. Owner authorizes and instructs Owner's insurance co. to make direct payment to Contractor, or in the alternative to include Contractor as a joint named payee on all insurance proceeds checks now or hereafter payable for such loss. Owner understands that he/she is liable for payment of any deductible and for any and all charges not covered by Owner's insurance company. Owner further agrees to pay Contractor all costs of collection including actual attorney's fees incurred in the collection of any unpaid balance that is beyond the amount covered by Owner's insurance company; or for the collection of any balance which remains unpaid because the Owner did not pay the insurance proceeds over to Contractor. Owner agrees to pay interest at the rate of 8% per annum on all unpaid charges after the same become due.

NOTICE REQUIRED UNDER MINNESOTA LAW

(A). 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.

(B). UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO HAVE SUPPLIED LABOR AND MATERIAL 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 GAVE YOU TIMELY NOTICE.

You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right.

HN _____ I/We, acknowledge being orally informed of my/our right to cancel this transaction.
(Initials) (Initials)

Property Owner Signature [Signature] Date 6/11/10
Printed Name MARK NAC Relationship to Owner, if not owner _____
Phone (H) _____ (W) _____ (C) _____
S. Robideau Representative [Signature]

SEE REVERSE SIDE FOR ADDITIONAL TERMS