

Vang, Mai (CI-StPaul)

From: Chris Royal <croyal@royal-counsel.com>
Sent: Monday, February 25, 2019 3:58 PM
To: Vang, Mai (CI-StPaul)
Cc: Ahmad Al-Hawwari; Magner, Steve (CI-StPaul); Yannarely, Joe (CI-StPaul); Sheffer, Vicki (CI-StPaul); Soley, Reid (CI-StPaul); Hudak, Eric (CI-StPaul); Ubl, Stephen (CI-StPaul)
Subject: Remove or Repair of the Structure at 888 Maryland Avenue East
Attachments: Feb 8 to Strand (with site plan).pdf; Feb 8 reply from Strand (with lease).pdf; Feb 8 lease inquiries.pdf; Nov 2018 payments.pdf; Paid Invoices.pdf; ORC bid - 01.23.2019.pdf; A&M - 01.28.2019.pdf; Affidavit Regarding Bank Account.pdf

Ms. Vang,

The following is submitted on behalf of Mr. Al-Hawwari for the hearing tomorrow on the above-referenced matter:

As you are aware, I represent the interests of Mr. Ahmad Al-Hawwari in the above-referenced matter. Thank you for providing us with the option to submit our client's position on the above-referenced matter via email prior to the Legislative Hearing scheduled tomorrow, February 26, 2019, and thank you for rescheduling the hearing from the earlier date.

I make reference to the February 8, 2019 letter from Ms. Vang citing the need for development of a work plan and financing agreed-upon by all interested parties. Since the last hearing, I had a telephone conference with attorney Krogh and attorney Strand regarding this matter and the various proposals for the property. During that telephone call, there was not an immediate agreement on a single use or development plan going forward, but we agreed to exchange documents and continue to discuss the matter prior to the February 26, 2019 hearing. Accordingly, on Friday, February 8, 2019, I sent an email with a site plan commissioned by my client along with my client's proposal that the parties share the building. A copy of that email (with the site plan) is attached to this communication as "Feb 8 to Strand (with site plan)". In response I received nothing more than a scanned copy of a lease for the subject property dated August 20, 2018. A copy of that email (with the lease) is attached to this communication as "Feb 8 reply from Strand (with lease)". I did not ever receive any reply to my client's proposal that the parties share the building.

After reviewing the lease for the subject property dated August 20, 2018, I sent an email response inquiring whether any rents were collected under the lease and if so, where are those monies. As the City is aware, L.H. Meltzer, LLC, is the legal title holder to the subject property and Seller of the subject property to SMH Inc under a recorded Contract for Deed. From September 2017 through January 2019, no monies have been paid to L.H. Meltzer, LLC to satisfy the Contract for Deed payment obligations except for those monies paid by my client – none have come from the lease provided by Mr. Strand. A copy of my email inquiring about the lease rent monies is attached to this communication as "Feb 8 lease inquiries". I did not ever receive a response to these inquiries. Unfortunately, it does not appear that the parties will be able to cooperatively develop a work plan for the subject property.

Mr. Al-Hawwari is the party best positioned to address the City of St. Paul's requirements for repair and rehabilitation of the subject property, and he hereby requests that the Council approve and grant him time for the execution of his plans. With respect to the specific requirements of the City for the subject property, on behalf of Mr. Al-Hawwari, we submit the following:

Work Plan and Bids: Mr. Al-Hawwari has already provided the City a copy of the site plan (including fencing and landscaping) referenced above. Further, Mr. Al-Hawwari submitted a \$5,000 performance deposit to the City on behalf of A & M Market, LLC on November 9, 2018, and on the same date Mr. Al-Hawwari applied to the City for a code compliance inspection and paid the fee of \$658 on behalf of SMH Inc, the purchaser under the Contract for Deed. For

convenience, copies evidencing these payments are attached hereto as “Nov 2018 payments”. Additional payments for the subject property from Mr. Al-Hawwari include: payment to the gas company of \$1,650 (plus \$50 reinstatement fee); payment of \$800 to a licensed plumber; payment to a licensed electrician; payment to repaint over graffiti on the building (twice); payment to build the existing trash enclosure and remove debris from the premise; and payment for the snow removal required by the City following an email from Mr. Joe Yannarelli on February 13, 2019. Copies of some of these paid invoices are attached as “Paid Invoices”, and Mr. Al-Hawwari may supplement these copies at the hearing.

With respect to the additional work required to bring the building into code compliance, Mr. Al-Hawwari has obtained the attached bid from the general contractor Overall Roofing & Construction (see attached titled “ORC bid – 01.23.2019”). Mr. Al-Hawwari believes that these preliminary plans demonstrate the only remaining work necessary to obtain a certificate of code compliance, since his plan for the property does not include use of the parts of the building that contain the kitchen cooking area and hood or the drive thru window. However, Mr. Al-Hawwari is prepared to take all additional measures required by the City to remove any nuisance and dangerous conditions.

Financial Capacity and Affidavit: The attached screenshot dated January 28, 2019, for the operating account of A & M Market, LLC (titled “A&M – 01.28.2019”) demonstrates Mr. Al-Hawwari’s financial capacity to complete all required rehabilitation of the subject property and building. As stated in the attached Affidavit, Mr. Al-Hawwari is the managing member of A & M Market, LLC. A & M Market, LLC has a leasehold interest in the subject property (Mr. Al-Hawwari will provide a copy of the lease at the February 26, 2019 hearing) for a tobacco shop, and all of the funds held by A & M Market, LLC are at Mr. Al-Hawwari’s disposal for this project.

Although the other parties may attempt to convince the City that they have the financial capacity necessary to complete the project, the City must take note that no other party has invested any monies into this property in order to either (i) keep it from becoming a nuisance/dangerous building, or (ii) to remedy such existing nuisance and dangerous conditions. In fact, Mr. Al-Hawwari has evidence that Mr. Shambolia has absolutely no monies paid for the property, including under the Contract for Deed. Mr. Shambolia did not contribute to the down payment under the Contract for Deed, and even when Mr. Hasan and Mr. Al-Hawwari provided Mr. Shambolia with monies for ongoing monthly Contract for Deed payments – those payments were not made to L.H. Meltzer. The Contract for Deed went into cancellation, and Mr. Hasan and Mr. Al-Hawwari paid approximately \$26,000 to reinstate the Contract for Deed even though they had already given Mr. Shambolia their respective contributions to the monthly payments that were not made to L.H. Meltzer. Although Mr. Hasan may provide documented evidence of financial capacity to complete the project, the City must consider that his stated project will be considerably more expensive to complete than Mr. Al-Hawwari’s proposed project, and Mr. Hasan has no history outside of the Contract for Deed of investing monies into the subject property to prevent or cure any existing nuisance and dangerous conditions.

Based on the history of this property and all of information submitted, affidavits, files, records and proceedings, we again submit to the City that Mr. Al-Hawwari is the party best positioned to address the City’s requirements for repair and rehabilitation of the property, and we request that the Council approve and grant him time for the execution of his plans.

Please do not hesitate to let me know if there is anything further that the City needs from Mr. Al-Hawwari with respect to this matter. Thank you.

Best Regards,

Chris Royal | Law Office of C. Edward Royal
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From: Vang, Mai (CI-StPaul) <mai.vang@ci.stpaul.mn.us>

Sent: Friday, February 8, 2019 3:41 PM

To: Chris Royal <croyal@royal-counsel.com>

Cc: rstrand@mnbiz.net; nathan@kroghlawfirm.com; homez38@comcast.net; loonexpress@msn.com; Magner, Steve (CI-StPaul) <steve.magner@ci.stpaul.mn.us>; Yannarely, Joe (CI-StPaul) <joe.yannarely@ci.stpaul.mn.us>; Sheffer, Vicki (CI-StPaul) <vicki.sheffer@ci.stpaul.mn.us>; Soley, Reid (CI-StPaul) <reid.soley@ci.stpaul.mn.us>; Hudak, Eric (CI-StPaul) <Eric.Hudak@ci.stpaul.mn.us>; Ubl, Stephen (CI-StPaul) <stephen.ubl@ci.stpaul.mn.us>

Subject: RE: 888 Maryland Ave E.R-R Ltr.2-8-19

Mr. Royal,

Ms. Moermond said that we only have 2 hearing times a month and if you can't attend, maybe your colleague can attend on your behalf. If not, the work could be done ahead of time and she and Mr. Magner will review it in the hearing and email responses.



Mai X. Vang
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Making Saint Paul the Most Livable City in America

From: Chris Royal [<mailto:croyal@royal-counsel.com>]

Sent: Friday, February 8, 2019 3:23 PM

To: Vang, Mai (CI-StPaul) <mai.vang@ci.stpaul.mn.us>

Cc: rstrand@mnbiz.net; nathan@kroghlawfirm.com; homez38@comcast.net; loonexpress@msn.com; Magner, Steve (CI-StPaul) <steve.magner@ci.stpaul.mn.us>; Yannarely, Joe (CI-StPaul) <joe.yannarely@ci.stpaul.mn.us>; Sheffer, Vicki (CI-StPaul) <vicki.sheffer@ci.stpaul.mn.us>; Soley, Reid (CI-StPaul) <reid.soley@ci.stpaul.mn.us>; Hudak, Eric (CI-StPaul) <Eric.Hudak@ci.stpaul.mn.us>; Ubl, Stephen (CI-StPaul) <stephen.ubl@ci.stpaul.mn.us>

Subject: Re: 888 Maryland Ave E.R-R Ltr.2-8-19

Thank you Ms. Vang.

I feel terrible that I did advise in my earlier message that 2/26 is the only day that I am not available, as I have a mediation scheduled that day. If 2/26 is the only alternative to next Tuesday, then I will seek coverage for Mr. Al-Hawwari for the continued hearing. Please advise.

Best Regards,

Chris Royal | Law Office of C. Edward Royal
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On Feb 8, 2019, at 2:03 PM, Vang, Mai (CI-StPaul) <mai.vang@ci.stpaul.mn.us> wrote:

Hello Owner(s) and/or or Interested Parties,

Attached please find a letter confirming the new date of the Legislative Hearing in the above matter.

Questions, please let me know.

<image001.jpg> **Mai X. Vang**
Legislative Hearing Coordinator
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<888 Maryland Ave E.R-R Ltr.2-8-19.pdf>