



City of Saint Paul

15 West Kellogg Blvd.
Saint Paul, MN 55102

Minutes - Final Legislative Hearings

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Tuesday, February 11, 2014

9:00 AM

Room 330 City Hall & Court House

9:00 a.m. Hearings

Remove/Repair Orders

- 1 [RLH RR 14-2](#) Ordering the rehabilitation or razing and removal of the structures at 349 CURTICE STREET EAST within fifteen (15) days after the February 19, 2014, City Council Public Hearing. (Public hearing continued from February 19; to be laid over to Legislative Hearing on March 11, 2014 and City Council Public Hearing on March 19, 2014)

Sponsors: Thune

To be laid over to LH on Feb 25, 2014 and CPH on Mar 5, 2014. LHO want to see agreement between Antonsen Construction and the Bank; contract agreement between Antonsen Construction and Mr. Jeffrey Vandenbosch, Bank's commitment to provide the necessary funds for the project; Bank's commitment to maintain the property; and scope of work and timelines.

RE: 349 Curtice Street East (Single Family)

Stephanie Nelsen, Shapiro & Zielke, appeared, representing the Bank of America, the servicer.

Bob Antonsen, Antonsen Construction, general contractor, appeared representing the owner.

Mike Braun, Project manager, appeared representing the owner.

Mr. Antonsen:

- has been working with the Vandenbosches as well as the QVE Insurance Adjusting Company and the Bank of America to get this project started*
- have had numerous delays*
- Mike Braun is his project manager*

Ms. Moermond:

- talked about this property 2 weeks ago*
- asked why the owner or Mr. Antonsen didn't make the previous hearing*

Mr. Antonsen:

- the owner is negligent on some things*
- they referred a restoration company to come in and do water mitigation in the property*
- the insurance company had their dollar amount built into the original estimate*

- he tried to get the mortgage company to come out and release more funds for a material deposit so they could get started working on the property
- this process has taken a couple of months to actually get the insurance company to revise the estimate for a general contractor
- got the revised estimate Jan 16 or Jan 17 from with the insurance company with which they agreed and they are now ready to proceed with the restoration
- now, they have been playing phone tag to get the actually money released to them so they can get the permits and start ordering materials
- they are projected to have a check by the end of this week from Bank of America for their initial deposit on it; they weren't really doing anything until they actually saw that there was some money coming to them to start the job

Ms. Moermond:

- this is very odd
- did Jeffrey Vandenbosch order a code compliance inspection ?

Mr. Antonsen:

- No; the Bank of America did
- they came to the property to do the inspection with the mortgage company to see if they would release more money and a day later he went to the property and it was boarded up; he thought that someone from the city had ordered it
- Jeffrey Vandenbosch pays him through Bank of America

Mr. Braun:

- 100% of the money that was paid out by the insurance company was either paid to the mitigation company or is sitting in escrow right now; they haven't actually received a payment (Mr. Antonsen: the mitigation company dealt directly with the insurance company)

Steve Magner, Vacant Buildings:

- this information was originally brought into the record Tue, Jan 28, 2014 at which time Stephanie Nelson from the mortgage company was present
- The building is a two-story wood frame single-family dwelling on a lot of 4,792 square feet. According to our files, it has been a vacant building since July 16, 2013.
- The current property owner is listed as Jeffrey Vandenbosch per AMANDA and Ramsey County Property records.
- On November 6, 2013, an inspection of the building was conducted, a list of deficiencies which constitute a nuisance condition was developed and photographs were taken. An ORDER TO ABATE A NUISANCE BUILDING was posted on November 14, 2013 with a compliance date of December 14, 2013. As of this date, the property remains in a condition which comprises a nuisance as defined by the legislative code.
- Taxation has placed an estimated market value of \$17,600 on the land and \$170,100 on the building.
- Real estate taxes are current.
- The Vacant Building registration fees were paid by assessment on August 29, 2013.
- A Code Compliance Inspection was done on January 17, 2014.
- As of January 27, 2014, the \$5,000 performance deposit has not been posted.
- There have been nine (9) SUMMARY ABATEMENT NOTICES since 2013.
- There have been ten (10) WORK ORDERS issued for:
 - Garbage/rubbish
 - Boarding/securing
 - Tall grass/weeds
 - Accessory structure - dilapidated wood staircase on west side of house
- Code Enforcement Officers estimate the cost to repair this structure exceeds \$50,000. The estimated cost to demolish exceeds \$15,000.

- DSI is seeking a resolution to remove the building

Amy Spong, Heritage Preservation Commission (HPC):

- current structure here was built in 2000
- the previous structure here was built in 1929, a bungalow structure, which was demolished sometime between 1946 and 2000 (no record of the demo; it could be part of the record for the new house that was built)
- the current house had a fire
- the current house has not yet reached an age appropriate to be able to understand and determine and historical significance
- there's a significant grade drop at the back of the house
- there's a newer constructed house on one side of this property and an older bungalow style on the other side
- demolition would have no adverse affect from an historical perspective

Ms. Moermond:

- Ms. Nelsen indicated last time that the loan was not in foreclosure and that Stonecreek was the lender; since then, it has been assigned to Bank of New York Mellon

Ms. Nelsen:

- the mortgage is for \$154,560 and was taken out in late 2004; recorded in Jan 2005
- there's also a junior mortgage on the property for \$38,640 to MERS; recorded the same date as the senior mortgage

Mr. Antonsen:

- he's not sure but Mr. Vandebosch is not really into any kind of public situations
- he doesn't have a car; he lives at his sister's house in North St. Paul and he's on disability
- cell phone: 763/913-0309
- doubts that the sidewalk at this property is shoveled
- the refurbishing will take 2-3 months to finish and during that time, they would maintain it
- he assumes that Mr. Vandebosch will move back in as long as he's current on his mortgage
- 2 of the 3 floors of this house were originally finished; the lower level was not
- fire took place in the 3rd floor master bedroom; water used to put out the fire ruined the whole house; the whole house was gutted because of water damage (from the water use to put out the fire)
- it became a Vacant Building and nothing was happening because the insurance company hadn't settled on the loss
- after a settlement was reached, the check went to Mr. Vandebosch with the mortgage company's name on it (mortgage); so, he had to send the check to the mortgage company so that they could sign off and release the funds; however, that was held up because Mr. Antonsen, etc., wasn't in agreement with the insurance company on the actual price until a couple of weeks ago
- the insurance company took much longer than expected and there was a lack of responsibility on Mr. Vandebosch's part, too (very slow motion - the slowest claim he has ever worked with)
- Mr. Vandebosch was unaware of what they should do after the fire occurred; a relative of his knew Mr. Antonsen so, Mr. Antonsen contacted Mr. Vandebosch; it was at least 2 weeks after the fire before they got together; so, there may have been less damage if they could have gotten into the house sooner so that it could dry out earlier

Mr. Magner:

- asked if Mr. Antonsen could provide: 1) a scope of work; 2) the amount of money coming from the insurance company which equals that scope of work; 3) an estimate time frame; and 4) will that include everything on the code compliance inspection report?

Mr. Braun:

- he has been in direct contact with the bank and they have all the documents that the bank is looking for so that they can deal directly with each other
- they entered a copy of the scope of work and the cost
- they are concerned about the owner's deductible
- as far as the city is concerned, the house will be finished
- the bank is releasing \$100,000; owner will give them \$1,000
- his homeowner's insurance didn't cover contents so, the unit will be completely refurbished except for carpet and kitchen appliances; everything else would be completely remodeled

Mr. Antonsen:

- they have everything together: the \$5,000 Performance Deposit was posted today (entered receipt) and their contract with Mr. Vandebosch
- the check was being addressed to his office by the end of this week
- if they get permission to pull permits, they will get them and order materials; so, they could start work in a couple of weeks

Ms. Moermond:

- one concern is that there is no Responsibly Party here; owner is not stepping up and there's not property maintenance going on
- you guys will take care of that while you are on site but what happens after that
- she can look to the lender to take care of business - to hire a property management company during the uncertainty to shovel the walk; mow the lawn; pick up trash; etc.; would need a letter from the bank saying that they will take care of that responsibility; need contact person and number
- there have been 9 Summary Abatement Notices and 10 Work Orders in 7 months; this is part of the problem here
- we don't know if the owner will be moving back into the property or whether there will be a foreclosure coming up
- we need to have someone looking after this property

Mr. Antonsen:

- the Vandebosch family wants everything done and is going to pitch in to put in the carpet and appliances; they are also going to get him some furniture so that he can move back into this house
- Mr. Vandebosch's wife and her brother or sister lives with them to help pay for the mortgage; and currently, they are all living with someone else

Mr. Magner:

- permits were finalized around 2001
- a Truth in Sale of Housing (TISH) in 2004; the owner was someone from River Falls, WI
- prior to the fire, there's a long history with Mr. Vandebosch and clean-ups, etc. at the property
- since 2005, there are 18 complaints (garbage, junk, furniture, grass, etc.)
- there's a period from Oct 2009 to Feb 2010, they had no garbage hauler so the city was doing the hauling

Ms. Nelsen:

- will check on whether he is current on his mortgage

- will investigate all this further to help get everyone on the same page

Ms. Moermond:

- would like to see any agreement between Antonsen Construction and the bank
- would like to see the contract with Mr. Vandenbosch
- needs to see a Responsible Party and owner at the table
- the \$5,000 Performance Deposit has been posted
- has a concern about maintenance
- wants to know that the bank is willing to commit the necessary funds to do this
- this has the earmarks of a delinquent mortgage

Mr. Braun:

- the initial payment from the insurance company is sitting in escrow at the bank (about 2/3 of contract costs - about \$60,000+)
- \$50,000+ is on the way to their office
- they are committed to doing this
- they have a schedule and a scope of work
- they have everything except for the actual homeowner
- the way he sees this, it's either they rehab it or it gets bulldozed; that seems pretty drastic

Ms. Moermond:

- without the appliances there, the house is lacking basic facilities and it could be Condemned
- her interest is getting the nuisance condition at this property abated and there's 2 ways of doing that: 1) it gets fixed; or 2) it gets knocked down
- getting it fixed is preferable in her view; her goal is to get the problem taken care of
- City Council Public Hearing is next week
- would like to see everyone again Feb 25, 2014 LH; and City Council Public Hearing again Mar 5, 2014
- need to get an address for Mr. Vandenbosch

Mr. Antonsen:

- will bring Mr. Vandenbosch Feb 25, 2014
- they will get everything in before the next LH Feb 25, 2014

Referred to the City Council due back on 2/19/2014

10:00 a.m. Hearings

Orders To Vacate, Condemnations and Revocations

- 2 [RLH VO 14-5](#) Appeal of James Bartholow to a Revocation of Fire Certificate of Occupancy and Order to Vacate at 328-330 NINTH STREET EAST. (Public hearing continued from February 19)

Sponsors: Thune

Recommendation is forthcoming. Legislative Hearing on February 18, 2014.

RE: 328-330 Ninth Street East (Apartments - Rental Units)

Appellant James Bartholow appeared, along with his attorney, Robert Foster.

Appellant William Bigler appeared.

Other owners/tenants appearing: Ken Kolberg, Julie Nelsen, Bob Seltz

Fire Inspector Leanna Shaff:

- *Fire Certificate of Occupancy Inspection conducted by Inspector Sean Westenhofer and others*
- *it started Feb 6, 2013 - received a complaint that people were doing work without permits, etc.*
- *the last C of O inspection was done in 2008*
- *they scheduled a new C of O inspection started, which was way overdo*
- *through a series of 10 documented inspections, 2 of them TEAM inspections, they found many life-safety issues*
- *Dec 2013 - had a meeting with a group of owners, Councilmember Thune's aide, Pat Lindgren, Ricardo Cervantes, and the City Attorney's Office*
- *there still are many outstanding Orders*
- *haven't gained compliance for the life-safety Orders or the others*
- *they have issues with sprinklers, fire alarms, heating units, St. Paul Regional Water Service returning checks - they won't turn off the water because it's a sprinklered building*
- *the life-safety issues have not been repaired in a timely manner*

Ms. Moermond:

- *a document was provided to her yesterday which was a table which indicated progress working on life-safety issues*
- *the big issues: sprinkler system; heating systems; fire alarm systems*

Ms. Shaff:

- *there are units that share forced air heat where occupancy separation is a big issue; until Dec 2013, they hadn't required that they repair at least some of those for heat - safely operational; they failed to do that will all of the units; especially with this brutal winter, the concern is with freezing of those sprinkler pipes, compromising that whole system*
- *early notification is paramount with the fire alarm systems - we need to be assured that it's operational - working safely; no one will certify it as "code compliant" right now*
- *they had no choice but to Revoke the Fire C of O with a set deadline; noncompliance would mean Vacate the building we'd refer it to the Vacant Building Program*
- *there are 3 categories of concern: 1) life-safety issues; 2) health and sanitation; and 3) general maintenance*

Ms. Moermond:

- *her over-arching concerns as she read through the Orders, were fire and heating (exiting concerns; sprinkling concerns; the way that the central areas are organized with blocked exiting; then, the heating system)*
- *also, there's a lot of deferred maintenance issues*

Ms. Shaff:

- *the Revocation Orders only require that they have the life-safety issues complied with by the end of the month*
- *if those are complied with, they can begin to work further on the rest of the issues*
- *unless they have reasonable assurance that the residents of the building are safe, they can't have it occupied*

Mr. Foster:

- *Mr. Bartholow, his client, owns 10 units*
- *he is also the newly appointed president of the homeowners' association, as of Jan 28, 2014*

- between the 2 buildings, there are 27 units

Mr. Bartholow:

- will comply if given an additional 60 days to come into compliance (probably 30-45 days); the life-safety issues, primarily
- the issue of heating will be done by Feb 28, 2014; these are done or contracts are in place to be done by Feb 28, 2014
- have prepared a timeline for compliance for the building called the Schermier Lofts
- the current heating system passed the Fire C of O back in 2008
- there was some confusion by the board as to what the short term remedy could be
- the only units affected by these Orders are the 8 units that are heated by this forced air heating; one forced air furnace services 2 units; and then one roof top system services 6 units;
- he misunderstood as what would serve as a short term remedy for those 6 units; he understood that they could put in a new heat exchanger in the roof top system and have the heat exchanger ORSAT tested so that it would pass all emissions test; then, they would be allowed to use that to heat those 6 units instead of space heaters through the spring when the forced air the roof top would be replaced, either by individual furnaces or by tying into the existing boiler system
- he learned that this short term remedy was not acceptable last Wed; since then, he has contacted a contractor, who has done a heat loss study and determined that they could tie into the existing boiler system so they would not have to add another boiler; the contractor is waiting for them to sign the proposal to begin the work; he estimates that the work would take from 6-8 weeks; if the city is willing to grant that additional time, he believes that the association is prepared to move forward with that work
- he has copies of proposals and emails stating that they are going to have the work done on the fire-safety issues by Feb 28, 2014
- re: roof top heating unit: due to his misunderstanding, they want to not share air so that duct system will be limited to 1 unit by Feb 28; and, other units that do not have heat of those 6 will be vacated
- 2 units have their own source of heat; all of the life-safety issues will be remedied with by Feb 28, within his power; i.e., as president of the homeowners' association, he cannot force an owner-occupied to put in a sprinkler head; he knows that he has 2 sprinkler heads that need to be replaced (1 in unit 305 in the 330 bldg and 1 in unit 301 in the 330 bldg); there are also some sprinkler head that he believes needs to be replaced in unit 205 in the 330 bldg that has had a "stop work" Order on it
- as if Sunday, Olson Fire Protection felt that they were 75% completed with the sprinkler heads and will complete the rest next Sat and Sun
- that doesn't take care of the sound issues - there are strobe lights and sirens when an alarm goes off; they have contracted with Nardini Fire Protection to come out and do that on Thu of this week (Feb 13); the sirens have to properly spaced and the sound decibels of the sirens must meet minimum code at pillow level within all sleeping areas; they will comply with that fully with the caveat that he cannot force individual owner-occupied residents to do that, as far as he is aware
- he doesn't know for a fact that unit 205 in the 330 bldg will comply; but they full anticipate on having that sound issue completed, if not by the end of this week, certainly, by the end of next week

Mr. Foster:

- in summary, all life-safety issues will be done with regard to the heating; his client has made a proposal that the units affected by the shared heating and air conditioning will be vacated by Feb 28, 2014, so that there is no life-safety issue if there's no people in those buildings and the unit is not operational; and he anticipates that within a 45-day period he will have that heating issue remedied, going forward; the remainder of the issues on the Order will be completed pursuant to the timeline that they've submitted today

- they have to find a balance between life-safety and the rights of all of these individuals; what they have proposed today, gives them the ability to accomplish all the life-safety issues; they ask for an extension of time to complete all the non life-safety issues

Ms. Shaff:

- she has some concerns about some of the things that are being proposed
- there is still 1 forced air unit that services 2 units that is not functioning; and if we vacate 5 of the 6 units and only 1 of the 6 units has heat, then we would have 7 units in a sprinklered building that don't have heat and she is afraid that they are going to freeze, which will be a problem for everyone else if the sprinklers don't function
- as far as forcing issues within individual units, a building is only as safe as its whole
- for the alarm system or sprinkler system to be certified, it would need to all be in compliance

Fire Inspector Sean Westenhofer:

- Mr. Bartholow stated that he has been president of the association for only 2 weeks but he was the responsible party back in 2008
- when Mr. Westenhofer first became involved back in Feb and Mar of 2013, he was the representative then and after the Apr 19, 2013 inspection, their own people removed him from the board and Ms. Laracus took over in May or Jun 2013 and in Sep, Ms. Laracus stepped away and Ms. Nelsen became the responsible party either in Oct or Nov 2013; they had issues with their board; late Nov, 2013, all the board members resigned because they didn't have any insurance; 2 weeks ago, they had a board meeting and Mr. Bartholow is now president again; so, this isn't the first go around for Mr. Bartholow's property; Fire Revoked it Aug 8 2008 for noncompliance by Inspector Thomas
- also knows that there's a heating source in unit 303 in the 328 bldg that is not being addressed; there is no report on it; they don't know if it's working or not

Ms. Shaff:

- she has had numerous phone conversations with Mr. Bartholow; he knew that the heating needed to be taken care of; space heaters are temporary, only

Mr. Bigler:

- owner-occupant of unit 203E
- his unit has no deficiencies and there are open building permits
- reason for his appeal: in essence, his property is being taken from him without compensation
- his whole statement is attached***
- his solution: enter into a receivership that's acceptable to the city, continue to allow occupancy and repair the life-safety issues, etc.
- Mr. Scott Bannis came and spoke with residents explaining how a voluntary receivership would/could look
- the desire to have all these repairs made is not the issue; the issue is the money needed to make these repairs
- how severe are these life-safety issues? If the city is able to post a date that's a month in advance in one of the coldest winters that we have ever had, how threatening, really, is that case? If that's the issue, it can be solved with a receiver, an over-arching party to force the repairs
- closing the building doesn't solve all that; it just brings on more headaches

Ms. Nelsen:

- is a past president of the HOA; she resigned when she found out there was no directors/officers insurance
- they would probably need a forced receivership through the court system for that to

occur

- there's a lot of distrust among among the different owners
- she and her husband own 3 units; previously, they had renters but when all this started to happen, they became uncomfortable with what was occurring and their tenants moved out as of Feb 1, 2014; obviously, they'd like to have income from those 3 units
- she believes they need professional help; they can't seem to dig out of it
- they had no idea that the C of O had been issued in error, which was stated in the documents; if they had known that, there's no way they would have purchased 3 units in that building in 2013
- the building was built in 1885; it's historical and charming; their units are totally in compliance except for one sprinkler head, which will be replace next weekend
- all of their tenants were sad to leave
- she and her husband would like to do what's right to protect themselves as well as their fellow owners

Mr. Kolberg:

- he just wants to keep his home; he owns it and has lived there for 23 years
- he is not a member of the HOA; a long time ago, he was a member
- he has been discussing a receivership with his attorney and thinks that's a good way to go

Mr. Seltz:

- he owns 6 units in the building
- he echos Mr. Kolberg's concerns
- is on the current HOA board
- there isn't anything that's going to freeze at the building
- he will get the Orset Test Report for unit 303; it passed; apologized that he hadn't yet done it
- there are a lot of issues with the HOA; a lot of mistrust and they need to get a lot of things done
- yes, it comes down to a financial situation
- receivership or a property manager; he's not sure which but they need to have a plan to get it done; he believes that they can come with a plan

Ms. Shaff:

- they had 1 big meeting in Dec 2013 with the City Attorney's Office; DSI Director Cervantes; Councilmember Thune's aide, Pat Lingren; a representative from Anchor Bank, and their attorney; and many property owners who are here today
- at that time, it was made quite clear that the city cannot and has no interest in being their property manager or their project manager; they need to do that themselves; they need to work as a group to get their issues solved
- Ms. Lindgren provided the group with a list of attorneys, who did receiverships and they met with one of them
- the city can't continue to wait for the group to get their show together; there are life-safety issues that need to be addressed; she hasn't seen any plans
- this will be tough; whoever takes this on will probably get sued by someone else or there are already lawsuits; the current board doesn't have insurance
- she doesn't believe this will get done

Mr. Seltz:

- part of the problem has been the way in which the city is working with them; it isn't efficient; nothing has been taken off the list that has already been done; at that meeting, Ms. Shaff promised that things would be taken off the list and there would be an inspection and they were going to come in and advise them but none of that has been done; so, we ended up with this expansive list; it's not all of their fault - this

has rolled around and around and nothing is being taken off the list; he asked for a prioritized list and Mr. Westenhofer promised to get it for him; then, he was told that Inspector Shaff denied it

- when they had the meeting with Mr. Cervantes, that list was finally given to them; the whole process is so much more complicated than it should be

Mr. Bartholow:

- he has many compliance lists that they had not complied with and we're at the point where they may be shutting us down

- is sorry that they are wasting the city's time again today but he believes that a receivership/property manager/whatever - that step will need to be taken because they have to comply with life-safety issues

- when he leaves, he will be working until 5 pm with other people and other contractors to make sure that they meet those by Feb 28, 2014; they have asked us to do these things for over 1 year and we have not complied

- they will comply now, except for the misunderstood issue

- every single fire protection issue will be resolved by Feb 28, 2014

- purpose of his petition/appeal - to ask for a small amount of additional time for heating on the first 2 floor of the west bldg

- is happy to work with the city; if that means a receivership, so be it; they want to comply

- although he was president of HOA long ago, he was unaware that they could not use that heat exchanger through to spring; it's probably his fault but none the less, he didn't learn of that until last Wed

- his heating contractor is not sure that he can be physically finished with the boilers by Feb 28, which the city has specified (purpose of the appeal)

- his highest priority for this meeting is to see if we can find some solution to give them extra time on the heating

Mr. Foster:

- has been involved with this for 1 week but he echos what his client has just said; there's no compromise on life-safety issues

- wants to make it clear to everyone here today, if you don't come together, this building will be Condemned

Mr. Bigler:

- is it possible to get time in order to get a receiver in place?

- the group could decide to go the direction of a receivership or an individual could take that to court and a judge would decide

Ms. Moermond:

- that could be taken into account as a condition of granting additional time, working on scheduled, etc

- yes, it's possible; but you as owners need to get something in place

- thinks that they would be hardpressed to force an owner-occupant into receivership

Inspector Westenhofer:

- first of all, regarding the Orders, they don't do this for every single owner; they don't prioritize; they don't babysit the Orders for the owners

- they assume that the owners can read them and interpret them appropriately and if they can't, they can call or email us and we can help them out

- it's the responsible party's duty to disseminate the Orders to the other owners/resident

- they have gone the extra step to help out; 2 Team inspections (one done in Apr; one in Dec)

- and, everyone's pretty aware that the city gives a 90-day compliance time

Mr. Seltz:

- *no one wants to keep their home more than I do; we need a plan to show that we are serious*
- *thinks they need a property manager*

Mr. Bartholow:

- *what's changed is that we have a new board; only been in place for 3 weeks and positions weren't assigned until 2 weeks ago*
- *they have to get life-safety issues done; end of story*
- *if something needs to be paid for, he said that he will pay for it, personally; his money is not more important than anybody's life*
- *no bills have been paid, he believes, except by him out of his checkbook since the middle of Dec 2013*
- *he is highly motivated to keep this building open*
- *6 units of his are occupied, currently*
- *he, personally, will do whatever it takes, economically, to get them past Feb 28, if the city is gracious enough to grant a 30-45 day extension on the heating system; and in conjunction with that, how is best to proceed with the units that are serviced by the unit that shares air*

Ms. Moermond:

- *sees this has been going on for more than a years with lots of inspections*
- *sees that the same Orders are showing up again and again*
- *if she were to look at an extension of time, how will it be different*
- *asked Mr. Bartholow if he were amenable to a receivership; he answered, "Certainly."*
- *your best alternative to negotiating an agreement is vacating the premise (you either figure this out or it's empty)*
- *she doesn't know if everyone is really clear on that*
- *how do we get to a point where there's clarity among the owners that they have to do this?*

Mr. Blglow:

- *you could make your recommendation that the building stay open under the condition that there's a receivership*
- *if you said that, I'll bet there'd be a receivership*

Mr. Bartholow:

- *added: as long as all life-safety issues are resolved by Feb 28, 2013*
- *a receivership is great but life-safety is, in his opinion, top priority*
- *does not believe that a receivership is necessary to resolve the life-safety issues, except for the heating system*

Mr. Foster:

- *for the rest of the list, a receivership is appropriate*

Ms. Moermond:

- *you guys haven't been on the same page for so many months now.....*
- *it's really difficult for those of you who live there*
- *she hasn't had a chance to review the plans the information that has just been provided and there's hasn't been a change for staff to review them and give their input*
- *she wants to put this in front of the City Council next Wed, Feb 19, 2014; there's a chance that she would ask them for a 2-week layover to give this some more time; the Council needs to know what's going on there*

- a receivership was appointed to a previous property with similar conditions but there weren't multiple owners and only 1 financial institution; even with everyone agreeing, it took 4-5 months
- she doesn't have 100% confidence in their ability to achieve the life-safety repairs by Feb 28
- will continue this for 1 week - 11 a.m. Tue, Feb 18, 2014
- would like that all be here

Referred to the City Council due back on 2/19/2014

3 [RLH VO 14-6](#)

Appeal of William Bigler to a Revocation of Fire Certificate of Occupancy and Order to Vacate at 328-330 NINTH STREET EAST. (Public hearing continued from February 19)

Sponsors: Thune

Recommendation is forthcoming. Legislative Hearing on February 18, 2014.

RE: 328-330 Ninth Street East (Apartments - Rental Units)

Appellant James Bartholow appeared, along with his attorney, Robert Foster. Appellant William Bigler appeared.

Other owners/tenants appearing: Ken Kolberg, Julie Nelsen, Bob Seltz

Fire Inspector Leanna Shaff:

- Fire Certificate of Occupancy Inspection conducted by Inspector Sean Westenhofer and others
- it started Feb 6, 2013 - received a complaint that people were doing work without permits, etc.
- the last C of O inspection was done in 2008
- they scheduled a new C of O inspection started, which was way overdo
- through a series of 10 documented inspections, 2 of them TEAM inspections, they found many life-safety issues
- Dec 2013 - had a meeting with a group of owners, Councilmember Thune's aide, Pat Lindgren, Ricardo Cervantes, and the City Attorney's Office
- there still are many outstanding Orders
- haven't gained compliance for the life-safety Orders or the others
- they have issues with sprinklers, fire alarms, heating units, St. Paul Regional Water Service returning checks - they won't turn off the water because it's a sprinklered building
- the life-safety issues have not been repaired in a timely manner

Ms. Moermond:

- a document was provided to her yesterday which was a table which indicated progress working on life-safety issues
- the big issues: sprinkler system; heating systems; fire alarm systems

Ms. Shaff:

- there are units that share forced air heat where occupancy separation is a big issue; until Dec 2013, they hadn't required that they repair at least some of those for heat - safely operational; they failed to do that will all of the units; especially with this brutal winter, the concern is with freezing of those sprinkler pipes, compromising that whole system
- early notification is paramount with the fire alarm systems - we need to be assured that it's operational - working safely; no one will certify it as "code compliant" right now
- they had no choice but to Revoke the Fire C of O with a set deadline;

noncompliance would mean Vacate the building we'd refer it to the Vacant Building Program

- there are 3 categories of concern: 1) life-safety issues; 2) health and sanitation; and 3) general maintenance

Ms. Moermond:

- her over-arching concerns as she read through the Orders, were fire and heating (exiting concerns; sprinkling concerns; the way that the central areas are organized with blocked exiting; then, the heating system)

- also, there's a lot of deferred maintenance issues

Ms. Shaff:

- the Revocation Orders only require that they have the life-safety issues complied with by the end of the month

- if those are complied with, they can begin to work further on the rest of the issues

- unless they have reasonable assurance that the residents of the building are safe, they can't have it occupied

Mr. Foster:

- Mr. Bartholow, his client, owns 10 units

- he is also the newly appointed president of the homeowners' association, as of Jan 28, 2014

- between the 2 buildings, there are 27 units

Mr. Bartholow:

- will comply if given an additional 60 days to come into compliance (probably 30-45 days); the life-safety issues, primarily

- the issue of heating will be done by Feb 28, 2014; these are done or contracts are in place to be done by Feb 28, 2014

- have prepared a timeline for compliance for the building called the Schermier Lofts

- the current heating system passed the Fire C of O back in 2008

- there was some confusion by the board as to what the short term remedy could be

- the only units affected by these Orders are the 8 units that are heated by this forced air heating; one forced air furnace services 2 units; and then one roof top system services 6 units;

- he misunderstood as what would serve as a short term remedy for those 6 units; he understood that they could put in a new heat exchanger in the roof top system and have the heat exchanger ORSAT tested so that it would pass all emissions test; then, they would be allowed to use that to heat those 6 units instead of space heaters through the spring when the forced air the roof top would be replaced, either by individual furnaces or by tying into the existing boiler system

- he learned that this short term remedy was not acceptable last Wed; since then, he has contacted a contractor, who has done a heat loss study and determined that they could tie into the existing boiler system so they would not have to add another boiler; the contractor is waiting for them to sign the proposal to begin the work; he estimates that the work would take from 6-8 weeks; if the city is willing to grant that additional time, he believes that the association is prepared to move forward with that work

- he has copies of proposals and emails stating that they are going to have the work done on the fire-safety issues by Feb 28, 2014

- re: roof top heating unit: due to his misunderstanding, they want to not share air so that duct system will be limited to 1 unit by Feb 28; and, other units that do not have heat of those 6 will be vacated

- 2 units have their own source of heat; all of the life-safety issues will be remedied with by Feb 28, within his power; i.e., as president of the homeowners' association, he cannot force an owner-occupied to put in a sprinkler head; he knows that he has 2 sprinkler heads that need to be replaced (1 in unit 305 in the 330 bldg and 1 in unit

301 in the 330 bldg); there are also some sprinkler head that he believes needs to be replaced in unit 205 in the 330 bldg that has had a "stop work" Order on it

- as if Sunday, Olson Fire Protection felt that they were 75% completed with the sprinkler heads and will complete the rest next Sat and Sun
- that doesn't take care of the sound issues - there are strobe lights and sirens when an alarm goes off; they have contracted with Nardini Fire Protection to come out and do that on Thu of this week (Feb 13); the sirens have to properly spaced and the sound decibels of the sirens must meet minimum code at pillow level within all sleeping areas; they will comply with that fully with the caveat that he cannot force individual owner-occupied residents to do that, as far as he is aware
- he doesn't know for a fact that unit 205 in the 330 bldg will comply; but they full anticipate on having that sound issue completed, if not by the end of this week, certainly, by the end of next week

Mr. Foster:

- in summary, all life-safety issues will be done with regard to the heating; his client has made a proposal that the units affected by the shared heating and air conditioning will be vacated by Feb 28, 2014, so that there is no life-safety issue if there's no people in those buildings and the unit is not operational; and he anticipates that within a 45-day period he will have that heating issue remedied, going forward; the remainder of the issues on the Order will be completed pursuant to the timeline that they've submitted today
- they have to find a balance between life-safety and the rights of all of these individuals; what they have proposed today, gives them the ability to accomplish all the life-safety issues; they ask for an extension of time to complete all the non life-safety issues

Ms. Shaff:

- she has some concerns about some of the things that are being proposed
- there is still 1 forced air unit that services 2 units that is not functioning; and if we vacate 5 of the 6 units and only 1 of the 6 units has heat, then we would have 7 units in a sprinklered building that don't have heat and she is afraid that they are going to freeze, which will be a problem for everyone else if the sprinklers don't function
- as far as forcing issues within individual units, a building is only as safe as its whole
- for the alarm system or sprinkler system to be certified, it would need to all be in compliance

Fire Inspector Sean Westenhofer:

- Mr. Bartholow stated that he has been president of the association for only 2 weeks but he was the responsible party back in 2008
- when Mr. Westenhofer first became involved back in Feb and Mar of 2013, he was the representative then and after the Apr 19, 2013 inspection, their own people removed him from the board and Ms. Laracus took over in May or Jun 2013 and in Sep, Ms. Laracus stepped away and Ms. Nelsen became the responsible party either in Oct or Nov 2013; they had issues with their board; late Nov, 2013, all the board members resigned because they didn't have any insurance; 2 weeks ago, they had a board meeting and Mr. Bartholow is now president again; so, this isn't the first go around for Mr. Bartholow's property; Fire Revoked it Aug 8 2008 for noncompliance by Inspector Thomas
- also knows that there's a heating source in unit 303 in the 328 bldg that is not being addressed; there is no report on it; they don't know if it's working or not

Ms. Shaff:

- she has had numerous phone conversations with Mr. Bartholow; he knew that the heating needed to be taken care of; space heaters are temporary, only

Mr. Bigler:

- owner-occupant of unit 203E
- his unit has no deficiencies and there are open building permits
- reason for his appeal: in essence, his property is being taken from him without compensation
- his whole statement is attached***
- his solution: enter into a receivership that's acceptable to the city, continue to allow occupancy and repair the life-safety issues, etc.
- Mr. Scott Bannis came and spoke with residents explaining how a voluntary receivership would/could look
- the desire to have all these repairs made is not the issue; the issue is the money needed to make these repairs
- how severe are these life-safety issues? If the city is able to post a date that's a month in advance in one of the coldest winters that we have ever had, how threatening, really, is that case? If that's the issue, it can be solved with a receiver, an over-arching party to force the repairs
- closing the building doesn't solve all that; it just brings on more headaches

Ms. Nelsen:

- is a past president of the HOA; she resigned when she found out there was no directors/officers insurance
- they would probably need a forced receivership through the court system for that to occur
- there's a lot of distrust among among the different owners
- she and her husband own 3 units; previously, they had renters but when all this started to happen, they became uncomfortable with what was occurring and their tenants moved out as of Feb 1, 2014; obviously, they'd like to have income from those 3 units
- she believes they need professional help; they can't seem to dig out of it
- they had no idea that the C of O had been issued in error, which was stated in the documents; if they had known that, there's no way they would have purchased 3 units in that building in 2013
- the building was built in 1885; it's historical and charming; their units are totally in compliance except for one sprinkler head, which will be replace next weekend
- all of their tenants were sad to leave
- she and her husband would like to do what's right to protect themselves as well as their fellow owners

Mr. Kolberg:

- he just wants to keep his home; he owns it and has lived there for 23 years
- he is not a member of the HOA; a long time ago, he was a member
- he has been discussing a receivership with his attorney and thinks that's a good way to go

Mr. Seltz:

- he owns 6 units in the building
- he echos Mr. Kolberg's concerns
- is on the current HOA board
- there isn't anything that's going to freeze at the building
- he will get the Orset Test Report for unit 303; it passed; apologized that he hadn't yet done it
- there are a lot of issues with the HOA; a lot of mistrust and they need to get a lot of things done
- yes, it comes down to a financial situation
- receivership or a property manager; he's not sure which but they need to have a plan to get it done; he believes that they can come with a plan

Ms. Shaff:

- they had 1 big meeting in Dec 2013 with the City Attorney's Office; DSI Director Cervantes; Councilmember Thune's aide, Pat Lingren; a representative from Anchor Bank, and their attorney; and many property owners who are here today
- at that time, it was made quite clear that the city cannot and has no interest in being their property manager or their project manager; they need to do that themselves; they need to work as a group to get their issues solved
- Ms. Lindgren provided the group with a list of attorneys, who did receiverships and they met with one of them
- the city can't continue to wait for the group to get their show together; there are life-safety issues that need to be addressed; she hasn't seen any plans
- this will be tough; whoever takes this on will probably get sued by someone else or there are already lawsuits; the current board doesn't have insurance
- she doesn't believe this will get done

Mr. Seltz:

- part of the problem has been the way in which the city is working with them; it isn't efficient; nothing has been taken off the list that has already been done; at that meeting, Ms. Shaff promised that things would be taken off the list and there would be an inspection and they were going to come in and advise them but none of that has been done; so, we ended up with this expansive list; it's not all of their fault - this has rolled around and around and nothing is being taken off the list; he asked for a prioritized list and Mr. Westenhofer promised to get it for him; then, he was told that Inspector Shaff denied it
- when they had the meeting with Mr. Cervantes, that list was finally given to them; the whole process is so much more complicated than it should be

Mr. Bartholow:

- he has many compliance lists that they had not complied with and we're at the point where they may be shutting us down
- is sorry that they are wasting the city's time again today but he believes that a receivership/property manager/whatever - that step will need to be taken because they have to comply with life-safety issues
- when he leaves, he will be working until 5 pm with other people and other contractors to make sure that they meet those by Feb 28, 2014; they have asked us to do these things for over 1 year and we have not complied
- they will comply now, except for the misunderstood issue
- every single fire protection issue will be resolved by Feb 28, 2014
- purpose of his petition/appeal - to ask for a small amount of additional time for heating on the first 2 floor of the west bldg
- is happy to work with the city; if that means a receivership, so be it; they want to comply
- although he was president of HOA long ago, he was unaware that they could not use that heat exchanger through to spring; it's probably his fault but none the less, he didn't learn of that until last Wed
- his heating contractor is not sure that he can be physically finished with the boilers by Feb 28, which the city has specified (purpose of the appeal)
- his highest priority for this meeting is to see if we can find some solution to give them extra time on the heating

Mr. Foster:

- has been involved with this for 1 week but he echos what his client has just said; there's no compromise on life-safety issues
- wants to make it clear to everyone here today, if you don't come together, this building will be Condemned

Mr. Bigler:

- is it possible to get time in order to get a receiver in place?
- the group could decide to go the direction of a receivership or an individual could take that to court and a judge would decide

Ms. Moermond:

- that could be taken into account as a condition of granting additional time, working on scheduled, etc
- yes, it's possible; but you as owners need to get something in place
- thinks that they would be hardpressed to force an owner-occupant into receivership

Inspector Westenhofer:

- first of all, regarding the Orders, they don't do this for every single owner; they don't prioritize; they don't babysit the Orders for the owners
- they assume that the owners can read them and interpret them appropriately and if they can't, they can call or email us and we can help them out
- it's the responsible party's duty to disseminate the Orders to the other owners/resident
- they have gone the extra step to help out; 2 Team inspections (one done in Apr; one in Dec)
- and, everyone's pretty aware that the city gives a 90-day compliance time

Mr. Seltz:

- no one wants to keep their home more than I do; we need a plan to show that we are serious
- thinks they need a property manager

Mr. Bartholow:

- what's changed is that we have a new board; only been in place for 3 weeks and positions weren't assigned until 2 weeks ago
- they have to get life-safety issues done; end of story
- if something needs to be paid for, he said that he will pay for it, personally; his money is not more important than anybody's life
- no bills have been paid, he believes, except by him out of his checkbook since the middle of Dec 2013
- he is highly motivated to keep this building open
- 6 units of his are occupied, currently
- he, personally, will do whatever it takes, economically, to get them past Feb 28, if the city is gracious enough to grant a 30-45 day extension on the heating system; and in conjunction with that, how is best to proceed with the units that are serviced by the unit that shares air

Ms. Moermond:

- sees this has been going on for more than a years with lots of inspections
- sees that the same Orders are showing up again and again
- if she were to look at an extension of time, how will it be different
- asked Mr. Bartholow if he were amenable to a receivership; he answered, "Certainly."
- your best alternative to negotiating an agreement is vacating the premise (you either figure this out or it's empty)
- she doesn't know if everyone is really clear on that
- how do we get to a point where there's clarity among the owners that they have to do this?

Mr. Blglow:

- you could make your recommendation that the building stay open under the condition that there's a receivership
- if you said that, I'll bet there'd be a receivership

Mr. Bartholow:

- added: as long as all life-safety issues are resolved by Feb 28, 2013
- a receivership is great but life-safety is, in his opinion, top priority
- does not believe that a receivership is necessary to resolve the life-safety issues, except for the heating system

Mr. Foster:

- for the rest of the list, a receivership is appropriate

Ms. Moermond:

- you guys haven't been on the same page for so many months now.....
- it's really difficult for those of you who live there
- she hasn't had a chance to review the plans the information that has just been provided and there's hasn't been a change for staff to review them and give their input
- she wants to put this in front of the City Council next Wed, Feb 19, 2014; there's a chance that she would ask them for a 2-week layover to give this some more time; the Council needs to know what's going on there
- a receivership was appointed to a previous property with similar conditions but there weren't multiple owners and only 1 financial institution; even with everyone agreeing, it took 4-5 months
- she doesn't have 100% confidence in their ability to achieve the life-safety repairs by Feb 28
- will continue this for 1 week - 11 a.m. Tue, Feb 18, 2014
- would like that all be here

Referred to the City Council due back on 2/19/2014

Summary Abatement Orders

11:00 a.m. Hearings

- 4 [RLH SAO 14-3](#) Appeal of Alan T. Tschida, Selby-Dale LLC, to a Summary Abatement Order at 600 SELBY AVENUE.

Sponsors: Thao

Recommend denial.

Recommendation is forthcoming. A written recommendation will be sent to Mr. Tschida in 2 weeks.

RE: 600 Selby Avenue (C-Grocery/Convenience)

Alan T. Tschida, Selby-Dale LLC, owner, appeared.

Mr. Tschida:

- I'm here about that magical sign
- this is an historic preservation district

Inspector Scott St. Martin:

- received a complaint about the abandoned sign on Jan 15, 2014

- Inspector Ross went out and sent out a Summary Abatement Order to Selby Dale LLC, 505 Tanglewood Drive, Shoreview, MN; and also to the Occupant
- no returned mail
- Orders were to remove the abandoned sign from the vacant property per code Section 64.205 Abandoned Signs
- after he sent the Orders, Inspector Ross found some standing Orders on the property from 2007 reflecting the same Order from Inspector Diata

Ms. Moermond:

- we have a Zoning Order; Zoning Order; Zoning Appeal Resolved; then, Summary Abatement Order

Mr. St. Martin:

- Mr. Wagner feels that this falls under Section 45.03 Nuisance Rule (offensive and blighting influence on the community)
- for the record, he spoke with Ms. Amy Spong, Heritage Preservation Commission, who stated that there is no significance to the historic value of the sign; they would just as soon see it removed also

Mr. Tschida:

- the sign is not a nuisance
- the Zoning Orders are not in this record
- the sign is in an historic preservation area
- we've been down this street before
- told how when Eddie McDaniel played for the Vikings; 2 weeks before a trial, his attorney quite; his attorney asked Mr. Tschida to try the case for Mr. McDaniel and he did and he won; about 3-4 weeks after that, the people who owned 600 Selby showed up in his office with John McCarty, who wanted to buy 600 Selby; Mr. McDaniel had told him that if these clients ever wanted to sell 600 Selby, I should let him know; so, he got Mr. McDaniel on the phone and they had an auction over his speaker phone; Mr. McDaniel won the auction and increased his clients price by \$75,000, so, Mr. Tschida and Mr. McDaniel decided to become partners (Mr. Tschida is a Real Estate Specialist Attorney); Mr. Tschida considers that to have been a very poor decision - to go into a partnership with Mr. McDaniel; they bought several Selby and Dale properties and tore down the buildings; three years ago, Mr. McDaniel began to not return Mr. Tschida's phone calls, texts or emails and left Mr. Tschida \$1.5M in debt and \$40,000 in back taxes (Mr. Tschida is a 22% owner); he believes that when he turns this property into money, Mr. McDaniel will show up again
- years ago, Mr. McDaniel got permission from YaYa Diata for a "For Sale" sign in the skeleton that's there; that "For Sale" sign "Being Developed Contact Selby-Dale LLC" has been in that sign until shortly before the complaint on Jan 15, 2014 because he personally saw it
- they have been operating with YaYa's explicit permission
- the sign has not been abandoned because it's always been there
- an architect approached the city last week about an overall redevelopment plan; some things are in the works
- he wants to keep that sign there for 2 reasons: 1) he wants to use it to continue to advertise; and 2) he doesn't want a trumped-up claim of abandonment to happen because the sign has always been there; apparently, there's a spy in the neighborhood whose life mission it is to complain about the vehicles parked there, the snow, graffiti, etc. - those problems have been solved
- he pays \$20,000 per year in taxes on his 2 empty lots and he gets harassed about parking, crimes, snow shoveling, etc.
- he thinks that this sign predates the Sign Ordinance and the prior nonconforming use
- the city doesn't get to take his sign

- he has talked to a Mr. Chauncy Peterson, who does signs, who says that it's a very valuable attribute to have a grandfathered sign - don't tear it down; it's good to have, particularly in light of the retail redevelopment that he has planned
- it's zoned commercial/industrial on 600 Selby; 594 is vacant but it's zoned residential
- 600 Selby was the site of Pyramid Grocery Store, a combination grocery-restaurant, built in the 60s; before that 600 Selby was the site of the power station for the street car system back in the day
- he needs the ability to keep a "For Sale" sign there; he doesn't think that's unreasonable; and it's not been abandoned

Mr. St. Martin:

- checking out the communication between YaYa Diata and Selby-Dale LLC during 2007-2008; basically, it says that Mr. Tschida can't have a sign there

Mr. Tschida:

- the sign was erected in 1940; it predated the Sign Ordinance, did it not?
- according to Mr. Peterson, he has an absolute right to have a "For Sale" sign there

Ms. Moermond:

- we are talking about whether or not the sign is abandoned and the ordinances that would apply in that case
- this is not a court; she is conducting a hearing that's pulling together information; she looks at every bit of information that she can get and she needs time to look it all over
- she will provide Mr. Tschida with a written recommendation within 2 weeks
- Mr. Tschida is free to go to the City Council Public Hearing

Referred to the City Council due back on 3/5/2014

Staff Reports

- 5 RLH VO 13-59** Appeal of Julie VanMersbergen to a Revocation of Fire Certificate of Occupancy and Order to Vacate at 1240 BEECH STREET.

Sponsors: Lantry

STAFF REPORT: laid over to get progress report on the building. (inspector will be doing spot check on the building)

Ms. Moermond:

- Mr. Neis was going to do the inspection

Leanna Shaff:

- I have no news on that

Ms. Moermond:

- LO for 1 week

Leanna Shaff:

- this for a night check as well according to the minutes

Ms. Moermond:

- LO for 2 weeks to get Inspector Neis's report.

Laid Over to the Legislative Hearings due back on 2/25/2014

- 6 [RLH TA 13-706](#) Ratifying the Appealed Special Tax Assessment for Real Estate Project No. J1403A, Assessment No. 148502 at 521 EDMUND AVENUE. (Public hearing continued from January 15)

Sponsors: Thao

Approve the assessment. (Referred back to Legislative Hearing in error)

Referred to the City Council due back on 2/19/2014

1:30 p.m. Hearings

Fire Certificates of Occupancy

- 7 [RLH FCO 14-17](#) Appeal of Maria Weichman to a Reinspection Fire Certificate of Occupancy With Deficiencies at 93 COOK AVENUE WEST.

Sponsors: Brendmoen

Recommendation: grant 60 days for owner to get Fire Certificate of Occupancy reinstated and the Vacant Building fee will be waived for 90 days.

RE: 93 Cook Avenue West (Single Family)

Maria Weichman, owner, appeared.

Ms. Moermond:

- *we had been discussing whether or not this should be in the Certificate of Occupancy Program; just minutes later, there was a police raid on the property*
- *it was Condemned and Ordered Vacated*
- *it can be re-occupied again by getting a Fire Certificate of Occupancy Inspection or a Code Compliance Certificate.*
- *in either case, the property can be sold for someone to do the rehab on it*
- *when a property is Condemned, city code requires it to go into the Vacant Building Program; it becomes a Category 2 VB and needs a code compliance inspection*

Inspector Leanna Shaff:

- *Inspector St. Martin, Code Enforcement, wrote the Condemnation Orders*
- *she suggested that Ms. Weichman go over and take pictures before and maybe get in a cleaning party and take pictures after, which may give her a better idea of what to do next*
- *Fire Inspection hasn't been in the house*

Ms. Weichman:

- *she got a letter in the mail that said it was Condemned because the heat venting was not right; the water heater venting was not right and the dryer venting was also not right*
- *she was told that she could put an Order for Protection against her brother-in-law, since he's not in jail; she has chosen not to do that because she has asked him to remove all of his things*
- *she has talked to her friends, who have offered to help her and who happen to have expertise in different areas: plumbing, general contracting, etc., but not electric*
- *she did take photos; shared them with staff*
- *she is so overwhelmed and doesn't know what to do*

- she like to have someone come in and tell her what she needs to fix
- the washer and dryer are upstairs
- she has spoken with her brother-in-law and his family; told him to get his stuff out; if he doesn't, she will
- her family and friends have all offered to help

Ms. Moermond:

- none of these repairs are going to be cheap; obviously, it's not in great shape
- the house is paid for and the property taxes are being paid
- suggested Ms. Weichman get a copy of the police report (public version) and protect her own interests by getting legal counsel
- while in the VB Program, you are allowed to access it from 8 am to 8 pm for working there
- Ms. Weichman was looking for some profit; her goal is that she get her money back out again

Ms. Shaff:

- for a house you don't live in, you need licensed contractors working under permits, which need to be inspected and finalized
- some building items can be done without permits
- the Code Compliance Inspection Report will say what needs a permit by a licensed contractor (plumbing, electrical, heating, some building)
- if we decide to get a Fire Certificate of Occupancy, we can Condemn-Unoccupied, which doesn't send it over to the VB Program
- perhaps talk to a realtor that buys these types of houses to see if she can get her money out of it
- maybe enough time can be allowed for Ms. Weichman to explore options
- suggested that she call the police dept and discuss a Trespass Order (Bob Jerue or Mike Polski, 266-5936)

Ms. Moermond:

- if we decide to go the Code Compliance Inspection route, there will be a list of things that need to be addressed
- if we go with a Certificate of Occupancy, we will have a more manageable list for most people
- is not comfortable allowing this to go on very long
- also, if it's in the VB Program, there's a \$1500 annual fee plus you'll have the cost of the Code Compliance Inspection
- thinks that it's most important thing in the short term, is to get the VB fee off the plate; she is willing to waive that fee for 3 months (just set it aside)
- suggested that Ms. Shaff inspect this house to get a C of O list
- if Ms. Weichman can get a Certificate of Occupancy issued within 2 months, great; if she can't, Ms. Moermond will require that a Code Compliance Inspection is done; then, get all that repair work done as quickly as possible
- in the meantime, suggested that Ms. Weichman talk to a realtor about the situation; get a professional consultation with a realtor she trusts
- she is concerned that the brother-in-law may undo the work as it gets done
- clarification: this property will be a Category 1 in the Vacant Building Program; the VB fee will be waived for 90 days
- you want the C of O in 60 days

Ms. Shaff:

- the appointment for the C of O inspection will take place Thu, Feb 13, 2014 at noon

Ms. Moermond:

- as soon as the C of O is issued, someone can move into the house

- if you don't get the C of O, you will need the order a Code Compliance Inspection and then, you or the person buying it will need to pull permits in order to work on it
 - if you don't pay the VB fee in 90 days, you can appeal it and we can divide the assessment over a period of years

Referred to the City Council due back on 3/5/2014

2:30 p.m. Hearings

Vacant Building Registrations

- 8 [RLH VBR 14-8](#) Appeal of Workenh Lemma to a Vacant Building Registration Notice at 1884 CARROLL AVENUE.

Sponsors: Stark

02/14/2014: Change to Cat 1 - Met with PO on 2/14/2014 at property per LHO Marcia Moermond. At the time of inspection I did not find evidence of a burst pipe. Electric, gas and water have all been restored. Interior was in fair condition. Closing VB file per LHO Marcia Moermond and sending placard lift letter. ~MD Vacant Building Monitoring (Recheck)

Need confirmation from Water Dept about water payment and confirmation that there is no burst pipe in the basement. If not, the owner(s) may occupy the building. If there is a burst pipe, he will need to repair the pipe by hiring a licensed plumber, who will do the work under permit.

RE: 1880 Carroll Avenue (Single Family)

*Workenh Lemma, owner, appeared with his wife.
 Aega Senere, interpreter, also appeared.*

Matt Dornfeld, Vacant Buildings:

- code enforcement received a complaint Jan 16, 2014 which stated: Water pipes have burst and the water has been shut off; no heat; home in bad shape; should be condemned; also asks is property homesteaded?
- Jan 17, 2014 - Inspector Scott St. Martin inspected but was unable to gain access to the inside; he documented that the water was off per St. Paul Regional Water Service; there's was no heat per Xcel Energy; and the dwelling appeared to be vacant
- he ordered to have both the water and electricity restored on Jan 17, 2014; compliance re-check Jan 23, 2013
- Jan 23, 2014 - he documented that there was no change; both water and electricity were still off; so, he issued a Condemnation Notice
- Jan 28, 2014 - Mr. St. Martin transferred it to the Vacant Building Program as a Category 2 VB
- Mr. Dornfeld opened a Category 2 Vacant Building file Jan 28, 2014; he documented that the dwelling appeared to be vacant; however, there was a significant amount of tracks in the snow going to and from the rear door; he documented that there was possible on-going occupancy
- the sidewalk was not maintained; he issued a snow letter for that and a subsequent Work Order
- he spoke with Mr. Lemma on the phone; he advised him to file an appeal
- we have never been on the interior of this house
- the gas and electricity were off on the day he checked

Mr. Lemma:

- they are not living there
- there's a Court Order not to go there
- everything had been working but his X-girlfriend called and told the court that she had to turn off the power and water; she lied to the court
- then, the court gave him permission to go back to his place on Jan 17, 2014
- on Jan 23, 2014, my X-girlfriend was in and out; he reported to the Water Dept that the meter wasn't working and they replaced it with a new one
- now, the water is on and it is working well
- the power has never been off; she's the one who lied
- he returned to the house after the court allowed him to go back and received the letter Jan 27, 2014
- he saw the bill but he wasn't able to pay it
- he bought this property from the bank 3 years ago and he is raising his kids there
- he used to live there by himself; the X-girlfriend lied; he didn't receive the court date letter; the court had ordered him to get out of the house on Nov 27, 2013; she lied and said that I didn't live there
- on Jan 17, the judge ruled in favor of us and she moved out of the house
- she called the power place to turn off the power but the power has never been off
- he received a bill last week; she had cranked the electricity up high-the bill came to over \$1,000 within 3 months; he wasn't living there at the time; she was just trying to hurt him (he has the bills in case Ms. Moermond wants to see them)
- the water meter was leaking but the water dept replaced it with a new meter

Ms. Moermond:

- asked Mr. Dornfeld to confirm with Xcel Energy that the utilities are on

Mr. Lemma:

- he came here so that Ms. Moermond could understand his situation; he needs her help
- he had been keeping the property in good shape
- the water bill is high, too

Mr. Dornfeld:

- there's a balance at Xcel of \$1,077 and the service is currently on but it will be shut off Apr 1, 2014 if the balance hasn't been paid and there is no payment arrangement

Ms. Moermond:

- there's a winter shut-off rule so, Xcel will not shut off the gas/electricity in the middle of winter
- Xcel will shut off your power early Apr or you can come to a payment arrangement sooner than Apr 1, so that they don't turn off the heat and electricity
- there is no confirmation that the water is turned back on

Mr. Dornfeld:

- the complaint about the burst pipe concerns him

Mr. Lemma:

- there was no burst pipe; St. Paul Regional Water Service put in a new water meter which corrected the leak problem

Ms. Moermond:

- if there is a burst pipe, repairing it will require hiring a plumbing contractor, who must pull a permit
- she needs confirmation from Water that the water is on and that there isn't a burst

pipe/leakage

Mr. Dornfeld:

- suggested that an interior inspection be scheduled

Ms. Moermond:

- contacted St. Paul Regional Water Service about the account and according to her contact, there was a broken pipe and the water was shut off at the meter; when the burst pipe is fixed, the water can be turned back on again

Mr. Lemma:

- there was leakage at the site of the meter; Water tightened it and now there's no leak

Ms. Moermond:

- she can get him into the house again when the pipe has been fixed and the inspector has inspected it; and the water is on; she will determine whether or not a plumbing permit has been pulled and finalized
- she would like to have Mr. Dornfeld take a look at the situation in the house
- when it gets squared away with Mr. Dornfeld and he's confirmed that everything is fixed and the water is on, Mr. Lemma and family can re-occupy the house
- don't need to do a full inspection unless Mr. Dornfeld deems it necessary

Mr. Dornfeld:

- set an appointment with Mr. Lemma for 2 pm Fri, Feb 14

Referred to the City Council due back on 3/5/2014

Window Variances: No Hearing Necessary

- 9 [RLH FCO 14-23](#) Appeal of Alexandra Golovko to a Correction Notice - Day Care Inspection at 1370 ARLINGTON AVENUE EAST.

Sponsors: Bostrom

Grant a 6 inches variance on the egress opening height for the basement bedroom windows. (No hearing is necessary)

Referred to the City Council due back on 3/5/2014