



# City of Saint Paul

15 West Kellogg Blvd.  
Saint Paul, MN 55102

## Minutes - Final

### Legislative Hearings

**Marcia Moermond, Legislative Hearing Officer**  
**Mai Vang, Hearing Coordinator**  
**Joanna Zimny, Executive Assistant**  
**legislativehearings@ci.stpaul.mn.us**  
**651-266-8585**

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Tuesday, July 13, 2021

9:00 AM

Remote Hearing

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#### 9:00 a.m. Hearings

##### Remove/Repair Orders

- 1 [RLH RR 21-15](#) Denying a stay of enforcement of demolition for property at 655 JESSAMINE AVENUE EAST.

**Sponsors:** Yang

*Layover to LH July 27, 2021 at 9 am. By COB Friday, July 23 PO to submit 1) revised affidavit, 2) signed subcontractor bids, 3) schedule, and 4) property must continue to be maintained.*

*John Ray, owner, appeared via phone*

*Moermond: we have the materials you submitted. I have a one-page estimate from Pro Services Remodelers, a one-page affidavit and a checking and savings account history. A couple missing pieces we'd like added on and we're headed in the right direction. I have Manager Steve Magner on the line.*

*Ray: who is that? I don't know who I am sending the right documents too.*

*Moermond: you're sending them to the right place. Joanna Zimny sends them to appropriate staff.*

*Ray: what else do I need?*

*Moermond: the Pro Services estimate—I assume you are going with them as their contractor? They mention the plumbing and electric is not included.*

*Ray: they got caught up with holidays and vacation. They will have their electrical and heating come in.*

*Moermond: you'll probably need HVAC based on your code compliance report.*

*Ray: Really? That's fine.*

*Moermond: Mr. Magner and I were looking at the list and we think you'll need a HVAC contractor. A mechanical heating permit?*

*Magner: yes. There is some vent work that needs to be done, unless the plumber is licensed to do vent work*

*Ray: I just had the boiler put in 7 years ago.*

*Moermond: the code compliance mentions some vent work.*

*Ray: that's fine, I'll get someone in.*

*Moermond: we don't have a schedule, we need that.*

*Ray: he's working on it, he just got back from vacation.*

*Moermond: and I would like to have you revise that affidavit. The title of it is "Ramsey County City Council" and this is the City of St. Paul.*

*Ray: so you want it to say St. Paul City Council?*

*Moermond: yeah. It is the City of St. Paul.*

*Ray: no problem, I'll get that done.*

*Moermond: we're headed in the right direction.*

*Ray: I know they're ready to get windows and doors on. That is to get done right away.*

*Moermond: well they need to be able to pull the permit for that which means we need our act together.*

*Ray: I didn't want to sign the contract until I hear from you we're headed in the right direction.*

*Moermond: we are, we just need these missing pieces and once we have those we're ready to go.*

*Ray: and they would like to get it secured tight right away with windows and doors.*

*Moermond: it sounds like your folks may be ready to go with their bids and a schedule within 2 weeks? Does that sound right?*

*Ray: yes, as of last time I talked to them. They have to replace the glass in most of them.*

*Moermond: Mr. Magner, I'm not concerned about them pulling a permit to seal up the building. What do you think?*

*Magner: normally they don't pull a permit to repair glass.*

*Ray: I'd like to keep the original woodwork.*

*Moermond: are you saying they want to do all the windows?*

*Ray: they found a window in the closet, so they are replacing glass and putting the*

window back in.

Moermond: so it is a boarded opening now?

Ray: yes it is boarded.

Moermond: there is no frame in there?

Ray: yes, the frame is there, they just pushed the window in.

Moermond: so we'll hold off on issuance of a permit for that.

Magner: if they are repairing window for security the department doesn't have a concern about that. Securing or reglazing isn't a concern.

Moermond: I would love to help you move along quickly and if your contractor has time to work. We'd like to help you expedite that. I'm going to put this on my schedule 2 weeks from now. We will look for those sub-contractor bids, revised affidavit (new title), and a schedule. I do want to flag one thing, that may or may not be an issue. Right now the bid you shared is for \$62,750. That tells me that if you have \$75,000 set aside that your other bids should come in at \$12,250 or less. If they are more, you have to show more money to cover all those subs.

Ray: I gave you a bank statement, right?

Moermond: that says \$76,000, and the affidavit says \$75,000. We may need to update that if the subcontractor bids come in higher.

Ray: yes, once I get their bids I'll revise the affidavit with that dollar amount.

MM: we'll send you a follow-up letter by email. Reach out to Joanna Zimny with questions and can forward questions to the right people. She sends those out to Steve and I and other staff for answers, so we know the right people are getting the information.

Ray: I didn't know who to send it to.

Moermond: Joanna is your perfect person for that. Your central contact. We'll pass it off to the department once Council signs off on it. Until then, she's your gal.

Ray: thank you for your patience with me.

**Laid Over to the Legislative Hearings due back on 7/27/2021**

## **2**      [RLH RR 21-37](#)

Ordering the rehabilitation or razing and removal of the structures at 1253 CLEVELAND AVENUE NORTH within fifteen (15) days after the June 9, 2021, City Council Public Hearing. (Refers back to July 13, 2021 Legislative Hearing)

**Sponsors:**      Jalali

Layover to LH August 10, 2021 at 9 am. By COB Friday, August 6 PO/potential purchaser to 1) post new \$5,000 PD with DSI, 2) submit work plan, including signed subcontractor bids and schedule, 3) evidence of financing, 4) affidavit dedicating funds to the project, 5) purchase agreement/contract to be reviewed by staff, and 5)

*property must continue to be maintained.*

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*Ernest Trower, owner, appeared via phone*

*Kate Hyland, realtor o/b/o potential purchaser, appeared via phone*

*Joe Whebbe, potential purchaser, appeared via phone*

*Moermond: Ms. Hyland, you are at Keller Williams and representing Mr. Whebbe and Mr. Ling?*

*Hyland: yes.*

*Moermond: I'm not altogether sure what people's knowledge base is on these properties. I want to make sure that we are in the same place on these.*

*Whebbe: I have extensive experience with working with vacant buildings. I used to know Jim Seeger before he retired. My partner Steve is a real estate attorney who did one transaction of Cat 3 which didn't quite come together but we have experience. We have a rough idea of how to get from A to B. We do have some experience from our standpoint.*

*Moermond: I'm hearing you have a fair bit of work experience with category 2 vacant building. With a category 3, your partner, has a scant amount of experience. It won't take us long to do the background of these. For protecting everyone's interest it would be good to have Mr. Wagner put this on the record. Mr. Trower and Mr. Anfinson have heard this already. Then we can talk about the rules and where you are at. We just got a purchase agreement sent in this morning, I haven't had a chance to review it, but we can talk about that. Mr. Wagner, I will turn it over to you to summarize each of the 3 properties.*

*Staff update by Manager Steve Wagner: [Mr. Manger gives summary of 1253 Cleveland as given in last Legislative Hearing.] We do have a code compliance done and performance deposit has been done*

*Moermond: so it sat vacant for 17 years, has a current code compliance and a performance deposit in play which is excellent. If Mr. Trower were to do the rehab on his own that he would need to show financing, scope of work and schedule. That's kind of what I'm looking at there.*

*Wagner: [gives summary of 2062 Como Avenue as given in last legislative hearing] Code compliance and performance posted for this property also.*

*Moermond: so vacant 20 years and we now have a new code compliance inspection report, and a performance deposit posted by Mr. Trower. Same thing with work plan. In this case there was some discussion of zoning and working with Mr. Graybar. We probably want to return to that. It is an RT2. We can come back to that.*

*Wagner: [gives summary of 2075 Scudder as given in last legislative hearing]*

*Moermond: so once again vacant building for 17 years. We have a new code compliance inspection report and a performance deposit which allowed this layover. After the last hearing Mr. Trower was looking at doing the rehab on his own but is now considering selling the property to someone else to do the rehab. Mr. Wagner and I will go over the City Code. Title transfer can't happen on category 3 vacant buildings until*

*the nuisance condition is abated. That means the property either has its code compliance certificate or the property is demolished. Either of those abates the nuisance condition. Are there ways the work can be done a third party while ownership is maintained? We have given samples. One of the ways would be a developer would put a mortgage on the property so they have some assurance that if they put in \$150,000 they will actually get at least that amount back out again. They would like the ability to foreclose on a mortgage to get that back again. We do want to review and approve any of those tools to make sure they are consistent with City code in terms of transfer of these structures. Glad to see the purchase agreement come forward, but we haven't had a chance to look at that. I'm going to turn it over to you folks. I will know who is speaking when it is Ms. Hyland, so please identify yourself otherwise. Talk about where you are at with the understanding that we would be looking not only at the contract but the things we look at for all these cases. Sworn construction statement, subcontractor bids and schedule. I'm trying to get an understanding that the person doing the work knows what they are doing. That there is enough money to do the project. Mr. Trower has posted the performance deposits and has \$5,000 on each one of these. We want to see it posted by the party who is endeavoring to do the rehab. He would ask for his money back and the party pulling the permits would be posting those new performance deposits.*

*Hyland: I can say from my end I do have two purchase agreements written and I'm waiting for the seller Steve to sign them. I'm curious from my end, what you need along with whatever statements on top of that?*

*Moermond: yes, the purchase agreement we need to approve as to form and date of closing. We need to see evidence of financing on the part of the purchaser. Which 2 properties?*

*Hyland: Scudder and Cleveland. The \$5,000 performance deposit is something we'd get back?*

*Moermond: yes if you perform you get those back. The \$5,000 performance deposit is posted with the City. It is required under chapter 33 of the legislative code for any work done on a dangerous or nuisance structure. If the work is completed within the time granted by the Council, it is automatic you get it back. If you reach the 180 day mark I'll talk to you again and we'll talk about plans to complete the work. If you are past the 50% mark, which is determined by building inspection staff, I would continue the \$5,000 performance deposit. That would stay in place. If you are not at the 50% mark at the 180 days then a couple of things could happen. First, if you are at say 40% I'll ask the Council to require you post another \$5,000 so you have \$10,000 hanging on it. More skin in the game. If you are at 0% I could recommend the Council forfeit the first \$5,000 and you post a new \$10,000. The idea is to get in and get it done. There is a fair bit of latitude. Most people can get to 50% by six months. With Covid it happens more frequently due to supply chain and contractor issues. But we have the ability at that six months to do a new plan to get us out the other side. It is reasonable to have that happen and we can deal with it and keep moving forward. It has to be pretty bad for me to recommend forfeiture. Whatever it is I am recommending, again, I'm recommending. The Council may not see it the same way I do and you can testify and the Council could go with a different outcome. That's how the performance deposit operates. It is once every couple years I ask for a forfeiture. It is almost never in this situation where people are professionals in the business.*

*Hyland: got it.*

*Moermond: Mr. Magner, you are in the shop over there, what would you add?*

*Magner: if the parties were to fail to perform there is always the risk of forfeiting those deposits.*

*Moermond: and if there is 0% progress there is definitely the threat the building would be demolished. With no progress the City can enable the department to move forward with the removal. They wouldn't do that without another discussion and moving forward with a formal finding. Knowing that, yes, it does come back with performance. Does interest accrue Mr. Magner?*

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*Moermond: other questions?*

*Whebbe: has anyone done this with a contract for deed in the past? Guessing no?*

*Moermond: we do have an example, that was a long time ago. It was a big historic house on Summit Hill, kind of a complicated transaction put together by Brian Alton.*

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*Hyland: ok, that's easy.*

*Whebbe: that should be good. I don't have many questions other than that contract for deed question. We are interested in the Como property but there are foundation questions so I have to bring in an expert. That will take more time. We are very interested but I can't make an offer yet.*

*Moermond: Ms. Hyland, Mr. Whebbe, looking at the Cleveland and Scudder, have you reviewed them? Or are you a general contractor Mr. Whebbe who would be doing the work plan?*

*Whebbe: I am not a general contractor. I do prepare all this and then we have one retained. We're probably about a week out on having that done. Rough costs are done but a sworn construction statement not until middle of next week. We can send money verification along with that. We'll verify the funds for the repairs. We can post the performance deposit however we do the closing. However all that works and get Mr. Trower his money refunded.*

*Moermond: it is probably easiest if he just asks for that back independently and you independently post it. Sounds like you are close. If you are going to be good to go with materials next week for Cleveland and Scudder, what about starting work? Is that something you want to do in August?*

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*Magner: [gives summary of 2075 Scudder as given in last legislative hearing]*

*Moermond: so once again vacant building for 17 years. We have a new code*

compliance inspection report and a performance deposit which allowed this layover. After the last hearing Mr. Trower was looking at doing the rehab on his own but is now considering selling the property to someone else to do the rehab. Mr. Magner and I will go over the City Code. Title transfer can't happen on category 3 vacant buildings until the nuisance condition is abated. That means the property either has its code compliance certificate or the property is demolished. Either of those abates the nuisance condition. Are there ways the work can be done a third party while ownership is maintained? We have given samples. One of the ways would be a developer would put a mortgage on the property so they have some assurance that if they put in \$150,000 they will actually get at least that amount back out again. They would like the ability to foreclose on a mortgage to get that back again. We do want to review and approve any of those tools to make sure they are consistent with City code in terms of transfer of these structures. Glad to see the purchase agreement come forward, but we haven't had a chance to look at that. I'm going to turn it over to you folks. I will know who is speaking when it is Ms. Hyland, so please identify yourself otherwise. Talk about where you are at with the understanding that we would be looking not only at the contract but the things we look at for all these cases. Sworn construction statement, subcontractor bids and schedule. I'm trying to get an understanding that the person doing the work knows what they are doing. That there is enough money to do the project. Mr. Trower has posted the performance deposits and has \$5,000 on each one of these. We want to see it posted by the party who is endeavoring to do the rehab. He would ask for his money back and the party pulling the permits would be posting those new performance deposits.

Hyland: I can say from my end I do have two purchase agreements written and I'm waiting for the seller Steve to sign them. I'm curious from my end, what you need along with whatever statements on top of that?

Moermond: yes, the purchase agreement we need to approve as to form and date of closing. We need to see evidence of financing on the part of the purchaser. Which 2 properties?

Hyland: Scudder and Cleveland. The \$5,000 performance deposit is something we'd get back?

Moermond: yes if you perform you get those back. The \$5,000 performance deposit is posted with the City. It is required under chapter 33 of the legislative code for any work done on a dangerous or nuisance structure. If the work is completed within the time granted by the Council, it is automatic you get it back. If you reach the 180 day mark I'll talk to you again and we'll talk about plans to complete the work. If you are past the 50% mark, which is determined by building inspection staff, I would continue the \$5,000 performance deposit. That would stay in place. If you are not at the 50% mark at the 180 days then a couple of things could happen. First, if you are at say 40% I'll ask the Council to require you post another \$5,000 so you have \$10,000 hanging on it. More skin in the game. If you are at 0% I could recommend the Council forfeit the first \$5,000 and you post a new \$10,000. The idea is to get in and get it done. There is a fair bit of latitude. Most people can get to 50% by six months. With Covid it happens more frequently due to supply chain and contractor issues. But we have the ability at that six months to do a new plan to get us out the other side. It is reasonable to have that happen and we can deal with it and keep moving forward. It has to be pretty bad for me to recommend forfeiture. Whatever it is I am recommending, again, I'm recommending. The Council may not see it the same way I do and you can testify and the Council could go with a different outcome. That's how the performance deposit operates. It is once every couple years I ask for a forfeiture. It is almost never in this

*situation where people are professionals in the business.*

*Hyland: got it.*

*Moermond: Mr. Magner, you are in the shop over there, what would you add?*

*Magner: if the parties were to fail to perform there is always the risk of forfeiting those deposits.*

*Moermond: and if there is 0% progress there is definitely the threat the building would be demolished. With no progress the City can enable the department to move forward with the removal. They wouldn't do that without another discussion and moving forward with a formal finding. Knowing that, yes, it does come back with performance. Does interest accrue Mr. Magner?*

*Magner: I would have to check. It used to but I don't know if it still does.*

*Moermond: other questions?*

*Whebbe: has anyone done this with a contract for deed in the past? Guessing no?*

*Moermond: we do have an example, that was a long time ago. It was a big historic house on Summit Hill, kind of a complicated transaction put together by Brian Alton.*

*Whebbe: I don't know him.*

*Moermond: he structured it and I don't remember the details. I think that was the tool he used, but it has been many, many years. Would we be willing to look at it? Certainly. But we would want to see a provision that title doesn't transfer until completion of the work.*

*Hyland: ok, that's easy.*

*Whebbe: that should be good. I don't have many questions other than that contract for deed question. We are interested in the Como property but there are foundation questions so I have to bring in an expert. That will take more time. We are very interested but I can't make an offer yet.*

*Moermond: Ms. Hyland, Mr. Whebbe, looking at the Cleveland and Scudder, have you reviewed them? Or are you a general contractor Mr. Whebbe who would be doing the work plan?*

*Whebbe: I am not a general contractor. I do prepare all this and then we have one retained. We're probably about a week out on having that done. Rough costs are done but a sworn construction statement not until middle of next week. We can send money verification along with that. We'll verify the funds for the repairs. We can post the performance deposit however we do the closing. However all that works and get Mr. Trower his money refunded.*

*Moermond: it is probably easiest if he just asks for that back independently and you independently post it. Sounds like you are close. If you are going to be good to go with materials next week for Cleveland and Scudder, what about starting work? Is that something you want to do in August?*

Whebbe: were looking at the end of August or early September right now. That would be the first stages, demo, and mechanical contractors to do the required updates.

Moermond: I ask that only in the context of when I should look at the plans and when it should go to Council. I have two dates to review; one would be July 27 and August 10. Do you have a preference?

Whebbe: not really.

Moermond: middle of next week is an aggressive schedule for a property you are not yet in control of.

Whebbe: we're talking a sworn construction statement and money verification?

Moermond: yes, and an affidavit dedicating the funds, posting the performance deposit, and I need to approve the contract. You need time to do revisions.

Whebbe: you mean the purchase contract?

Moermond: correct.

Whebbe: can we go with August 10 then?

Moermond: yes, we'll do a Legislative Hearing August 10, a hearing between 9 and 10:30. Talking about the Como property. We have Mr. Whebbe reviewing the possibility of dealing with the foundation issues. That seems to be a point where you may or may not move forward. That would be a decision point for Mr. Trower of moving forward with the rehab. What are your thoughts on that situation?

Trower: I think the foundation issue isn't insurmountable by any means. There are techniques to correct it. I'm optimistic that it will be successful.

Whebbe: I agree. It can be repaired but it's a bit beyond my wheelhouse. By the August 10 hearing we could possibly have that figured out as well.

Moermond: I'm going to put it on for August 10 as well, keeping in mind it may need to be continued to August 24. It has another layer of contractors to review which may slow down the development of work plans on that property. That isn't a concern. The resolution in front of me on August 10 we can put in front of Council August 25. If everything is greenlighted August 10 and things are ready to go, the Department of Safety & Inspections will issue permits the following day/ So before the Council votes. So don't sweat the fact were pushing it to August 25. It also gives us time to tie up loose ends.

Whebbe: who was the real estate attorney who did the contract for deed?

Moermond: Brian A-L-T-O-N.

**Laid Over to the Legislative Hearings due back on 8/10/2021**

## **10:00 a.m. Hearings**

### **Making Finding Remove/Repair Orders**

- 5      **RLH RR 21-49**      Making finding on the appealed substantial abatement ordered for 1013 JAMESON STREET in Council File RLH RR 20-52. (Legislative Hearing on July 27, 2021)

**Sponsors:**      Brendmoen

*Layover to LH Tuesday, July 27, 2021. By COB Friday, July 23 PO to 1) submit updated bid(s), including signed subcontractor bids, 2) new schedule for completing the project, 3) updated financial statement and 4) property must continue to be maintained.*

*Ray Moore, owner, appeared via phone*

*Moermond: we are calling about your property at 1013 Jameson. I have Mr. Magner on the line as well. I'd like to get an updated staff report on where we are at.*

*Staff report by Manager Steve Magner: a letter was sent June 29, 2021 to Mr. Moore saying the Council granted 180 days to remove or rehab the building. There was a Legislative Hearing schedule for today for an update on current building conditions. Nathan Bruhn did go out and inspect and he sent an email Friday, July 9 indicating it is between 55% and 60% completed. Mostly just patching and paint left and some minor structural issues. Trades rough ins are completed. So trades need to complete their work and then the rest of the repairs.*

*Moermond: what is going on? Why aren't things quite on schedule?*

*Moore: everything was on schedule. The electrician was there and he's ready for the final. We did the roof and also did the complete facia and rebuilt the front 3 season porch. Put gutters on and landscaped the house where we were having water issues. The plumber, who also had the directive for HVAC, just kind of disappeared on me. I still don't know why. He said he was going to get a permit and then wouldn't answer the phone. After a month and a half of calling he answered he put me in touch with his mother and she was supposed to do the permit. It never got done. So I had to call Ray Vinzant to take care of the plumbing. I did find Ben Stern to do the HVAC and he started Thursday afternoon. He's working and should be finishing this week. The plumber has been in contact with the City and has pulled a permit. The work will be moving forward there. He indicated they may have to open up walls so I can't finish flooring. I figured I'd do that after walls are sealed. We did finish 3 of the rooms downstairs, the kitchen being the last. Upstairs was already new. We're working daily on it making sure we're on track. It was the plumbing issue and I still don't understand why he fell off to the wayside. Things are moving along. I'm there every day. The plumber has begun the process of pulling the permit and should be starting this week or next.*

*Moermond: I have a work plan you provided some time ago that shows you'd be done end of May and shows the contractor including the one who dropped out. I'd like to see that updated and a bid from any of the new contractors to the project. So the Stern bid. You did demonstrate you had sufficient funds to pay your contractors when we spoke last. How are we doing there?*

*RM: everyone is paid. No bills are outstanding. I can get the plumber to submit a bid and I have the HVAC bid from Ben Stern. I can get the estimate from Ray Vinzant plumbing.*



*Moermond: yes, anyone who isn't on the original list of bids and is new to the project. Do you prefer mail or email?*

*Moore: I prefer mail.*

*Moermond: we can send a copy of the things you sent already so you can see what needs to be updated. Any unpaid amounts, say you paid 50% down and you still need to pay 50%, I need to know you have the money to pay that. How long do you think it will take you to turn this around?*

*Moore: probably a couple months.*

*Moermond: I mean the paperwork.*

*Moore: by Friday.*

*Moermond: we can email it to you Friday and send it by US Mail on Friday. We'll look for a response Friday the 23 of July and talk to you again Tuesday, July 27.*

*Moore: ok.*

*Moermond: hopefully we can have the Council give you time on July 28 to finish it.*

*Moore: sounds great.*

*Moermond: any questions?*

*Moore: No. If I do have a question who do I call?*

*Moermond: you can call Mai Vang who sent the letter scheduling this hearing, or you'll get a letter on Friday from Joanna Zimny. Either one will know the answer to your question or know who to contact to find out.*

*Moore: perfect.*

**Referred to the City Council due back on 7/28/2021**

**6**      [RLH RR 21-11](#)

Ordering the rehabilitation or razing and removal of the structures at 318 EDMUND AVENUE within fifteen (15) days after the April 21, 2021, City Council Public Hearing. (To be referred back to May 11, 2021 Legislative Hearing)

**Sponsors:**      Thao

*Layover to LH July 27, 2021 at 10 am (CPH August 4). By noon on Monday July 26, 2021 PO to: 1) submit updated financial statement, 2) submit affidavit dedicating funds to the project, and 3) property must continue to be maintained.*

*Aychoeun Tea, owner, appeared via phone*

*Moermond: we do have a performance deposit posted and a code compliance inspection. So we are looking for the work plan and money and an affidavit. Let's talk about those things. You are acting on behalf of your son, yes?*

*Tea: yes.*

*Moermond: the main thing I noticed is that the bids total about \$28,000, right?*

*Tea: yes.*

*Moermond: but the money you showed me available to do the work is only in the affidavit saying \$17,600. Tell me about what's going on with this checking account?*

*Tea: he has \$17,000 in checking and he deposited the money the same day. That's why it doesn't show the total amount. It doesn't show until a day or 2 later.*

*Moermond: if we could get a fresh statement that would be helpful. And we need an affidavit from HIM indicating he is setting aside those funds*

*Tea: the bank said it could take 2 days to clear.*

*Moermond: that's fine. If we're just looking for those couple of financial documents on this it should happen quickly. Is that right?*

*Tea: yes. Maybe today he can go to the bank.*

*Moermond: we will look for a fresh statement and an affidavit from him setting aside those funds, we'll look at it on July 27 and be ready for the Council vote August 4. I think the other materials submitted were acceptable. Mr. Magner?*

*Magner: that's what we're looking for.*

*Moermond: you'll be able to pull permits on this early August with any luck. I wish you a good rest of the day. We'll send follow up letters on all of this.*

**Laid Over to the Legislative Hearings due back on 7/27/2021**

**7**      [RLH RR 21-45](#)

Making finding on the appealed substantial abatement ordered for 657 SHERBURNE AVENUE in Council File RLH RR 20-24. (Legislative Hearing on July 27, 2021)

**Sponsors:**      Thao

*Layover to LH July 27, 2021 at 10 am. By COB July 23, 2021 PO to: 1) submit evidence of financing, 2) post new \$5,000 PD with DSI, 3) submit revised work plan including bids & schedule, and 4) property must continue to be maintained. (CPH July 28)*

*Aychoeun Tea, owner, appeared via phone*

*Moermond: we will be calling your attorney in a moment.*

*Tea: I don't have an attorney anymore.*

*Moermond: do you have a different attorney representing you?*

*Tea: no.*

*Moermond: anyone at all representing you?*

Tea: no.

MM: alright. Let's begin by talking about 657 Sherburne. I just had a chance to go over the file with Mr. Steve Magner, who is also on the line. We looked over the material you provided and we have the following observations: we observed you didn't provide a new construction statement from a new general contractor; you just provided the old one from RIE.

Tea: it is a new one.

Moermond: the date of the document submitted in the package I received this morning, July 13, 2021, is July 9 of 2020. That is the date at the top of the document. Is that incorrect?

Tea: he just did it for me yesterday.

Moermond: ok.

Tea: yesterday. I talked to him about pulling a permit. He thought I did but I thought he did. Could you call him?

Moermond: I am not acting as an intermediary. If you want him on the call you make that decision. We are happy to do that but I'm not making that decision. Do you want that to happen?

Tea: yes.

Moermond: what is their name and phone number?

Tea: I don't have it. It is the same in the paperwork I dropped off yesterday.

Moermond: so you are saying the date at the top of the construction estimate is a typographical error, it should say July 9, 2021?

Tea: yes.

Moermond: ok. Tell me, absolutely nothing happened with your general contractor for the first six months. In the previous hearing you indicated you weren't working with them anymore and hadn't hired a new one. I'm concerned about what this is looking like in terms of stability of moving this forward. What is new and different?

Tea: I'm still using him. I think because my sister passed away I'm depressed. I didn't do anything 3 or 4 months until I did the 100 days for her. Then I said summer. I thought summer he could do the outside. I'm depressed and he knew and understood that. I'm still working with him. It was really sad for me. She passed away already so I have the time to finish the work. It is not done for plumbing, heating, and electric. We applied and no one called me back. Fixing in the summer he can do from outside.

Moermond: so you are going to work with your old contractor again. You have provided a new bid.

Tea: it is the same price he charged.

Moermond: you're the one putting the money on the line and risking the demo of the

house. Mr. Magner, any concerns about this?

Magner: it is the decision of Ms. Tea and she has to live with the consequences.

Moermond: you said in this one-page statement the electrical work is done. I have notes from the inspector that it needed corrections. I need to be crystal clear your statement isn't verified by the City.

Tea: yes, inspector Dave Blank. He checked 2 things that needed to be fixed and I dropped off for him. He was on vacation. He said he will come by today to check today between 12 and 3.

Moermond: alright. Let's talk about your plumbing permits. The inspector said additional permits were required. I don't see they have been pulled. Your contractor is handling that?

Tea: yes. The contractor came 2 times, but the first time they said he couldn't do it on the computer. So he went to drop it off, he applied a third time and told him he cannot pull a permit. He did come. He came to do my paper and drop it off. The third time they said he cannot pull a permit.

Moermond: I've never had someone with so many issues with permits as you. With respect to the permit. You have a plumbing inspector and plumbing contractor; it seems to me they should talk to each other about expectations and additional permits. The first permit was pulled without a problem, I don't know what the problem is here.

Tea: you're talking about plumbing? I'm sorry. I was thinking about heating. The plumbing inspector he came with me to pull a permit and we paid by cash for the permit but it had the wrong address on it. The permit they made a mistake on and put to 651 Sherburne. That's why it was delayed.

Moermond: setting that aside and repeat for the fourth time that you have an open plumbing permit. It needs to be finalized and the inspector said additional permits are needed. That needs to be taken care of, and I wanted to cover it so you know it needs to be in your work plan. There is no heating permit pulled. That needs to happen. You understand?

Tea: yes.

Moermond: the heating bid you provided was one that was done by Neal Heating and AC, Inc directed to RIE construction saying it is based on the TISH report. That's not the relevant report. We want it based on the code compliance inspection report. Not a truth in housing report. Just so you're clear on that. That needs to be fixed. The heating and AC bid from Neal says "per original quote based on the original Truth and housing report" but that isn't what we're talking about. We're talking about a code compliance inspection. You need to make sure you get that bid corrected.

Tea: yes. I explained to him what I need, but he said he came to pull a permit twice. That's what he said to me. But you want a new bid? The estimate or the whole thing? And pull a permit?

Moermond: at this point, Ms. Tea, I think you are aware you failed to meet the terms of the Council's grant of time. They gave you 180 days. That 180 days expired. So contractors going into pull permits after that are going to have a problems. Today we

are talking about how to get you additional time to finish the project and what conditions that time will need. I'm hoping we can put together something that will get you more time so your contractors can pull permits and get paid and everyone walks away happy. But we have to go through this because there was a failure to make any progress in the first 6 months. I'm sorry there are these hoops to go through but that's what it looks like in this kind of situation. The financing for the project. You gave me an affidavit of available funds but I have no bank account statement documenting that money is actually available. I have an affidavit saying there is money at this bank but I don't have a bank statement. I will need that.

Tea: yes, it is the same one I gave to you.

Moermond: I need that document. I also need to see an additional \$5,000 posted. The City Council forfeited your original \$5,000 and are requiring an additional \$5,000.

Tea: how long until you need that?

Moermond: you won't get any time until it is taken care of. How long do you need? I'm thinking you should be able to do in 2 weeks. Can you do the paperwork in 2 weeks?

Tea: yes.

Moermond: can you post the \$5,000 performance deposit in that same 2 weeks?

Tea: yes.

Moermond: I'll look at this again July 27 and hopefully we can all say it is all in place and let's give Ms. Tea 6 more months to finish.

Tea: could you please tell me what you need again?

MM: I will tell you and the follow-up letter will say it as well. A revised work plan. You sent us a statement when you will start, but it is too brief. I need actual dates. And electric isn't done until the permit is closed. I need a sense of those things. I need a realistic schedule. When I was talking to you about permits that was background information and we can summarize that in the letter. I'm concerned about the dollars and you having the money to pay them. And of course the performance deposit. Let's have that no later than July 23. Mr. Wagner am I missing anything for 657 Sherburne?

Magner: I think you got it.

Moermond: as usual Joanna Zimny will send a follow up letter summarizing this and will let you know specifically what we are looking for. Let's talk about 318 Edmund.

**Referred to the City Council due back on 7/28/2021**

## 11:00 a.m. Hearings

### Summary Abatement Orders

- 8      [RLH SAO 21-56](#)      Appeal of Paris Getty to a Summary Abatement Order at 855 THIRD STREET EAST.

Sponsors:      Prince

*Grant to July 23 for compliance with the June 30, 2021 SAO. (MF July 27, CPH July 28)*

*Paris Getty appeared via phone*

*Moermond: we are talking about 2 things today. We are following up on the previous order on the black Mitsubishi. We had a deadline for that to be addressed. Then you filed an appeal on July 6 on the trailer so we will talk about that as well. [Moermond gives background of appeals process] We will talk about the follow-up on the car, and then the trailer.*

*Staff report by Supervisor Paula Seeley: the Mitsubishi is still there with front end damage and 2020 tabs on it.*

*Getty: I did purchase new plates for it and I haven't installed them.*

*Moermond: and what is the delay there?*

*Getty: well it is plates, not tabs. Since it was missing one. I have to put a new plates on the car.*

*Moermond: and what about the damage?*

*Getty: what about it?*

*Moermond: does it run?*

*Getty: oh, of course.*

*Seeley: the headlight is out.*

*Getty: I don't think so.*

*Seeley: it is missing a light on one side.*

*Getty: it is broken but it lights up. Why would you want to be concerned about that anyhow? That's a matter for the motor vehicle division.*

*Seeley: we write up ordinances it has to be operatable.*

*Getty: what ordinance are we talking about Paula?*

*Seeley: we are talking about chapter 163 of the State Statute of Motor vehicles.*

*Getty: oh no, no, no. That's a State enforcement matter Paula.*

*Moermond: Mr. Getty, in this hearing it is Ms. Seeley. We are in a hearing setting and I would like us to not engage an argument. Let's approach this more civilly. Ms. Seeley is saying she is concerned about the damage. You are saying you don't think there is damage and if there is it isn't something the City should concern itself with.*

*Getty: I think that's accurate. I don't see anything in state statute requiring the vehicle to be in pristine condition and as long as both lights work on the front that's all that's required.*

*Moermond: I don't hear her saying pristine condition.*

*Getty: I don't think the original order addressed the damage, just the fact it didn't have tabs.*

*Moermond: that would have been my next sentence had you allowed me to finish. You didn't meet the deadline.*

*Getty: when was the deadline?*

*Moermond: the Council granted you to July 9, 2021. That came and went and the work wasn't done. My job today is to review the work.*

*Getty: when was July 9?*

*Moermond: Friday. Do you have a calendar?*

*Getty: not in front of me.*

*Moermond: today is Tuesday. July 9 came and went. The issue wasn't addressed, and still isn't, it sounds like. This goes to Council next Wednesday July 21. Ms. Seeley is authorized July 22 to take enforcement action if the tabs haven't been addressed by then. My understanding is—*

*Getty: I assure you it will be addressed later this afternoon.*

*Moermond: please let me finish. Ms. Seeley, your enforcement would be what in this situation?*

*Getty: I would do an excessive consumption or if Officer Tharalson said yes it isn't drivable due to the damage and the light--*

*Getty: OH NO! Oh no, it is drivable. Don't you go there Ms. Seeley. You have no authority to issue any kind of citation.*

*Moermond: I want the tone of this to change. I made a finding consistent with where you were at; that the original Summary Abatement Order only mentioned tabs. That's where we are at. We have established if she wants to issue an additional order based on damage and that will be litigated separately. Right now you understand the expectation. You blew the first deadline; I will report that to Council as is my job. That will be next Wednesday, the department is authorized on Thursday. We are moving onto the trailer.*

*Getty: excuse me!*

*Moermond: no. I won't revisit that. No. Moving onto the trailer.*

*Getty: I would like to raise an exception for the record please.*

*Moermond: you can do that in writing.*

*Getty: I beg your pardon?*

Moermond: you can do that in writing.

Getty: you won't allow me to address this? That seems inconsistent with the open meeting law.

Moermond: that is about announcing whether a meeting is occurring. I am not an elected body.

Getty: the license will be on the vehicle, front and rear. Had I had the wherewithal and ability to apply them on Friday I would have done so.

Moermond: Ms. Seeley, staff report on the trailer please.

Seeley: it was written because there was another trailer full of scrap metal, various debris, and improper storage in the driveway. The makeshift trailer was back in the alley so I wrote that up. I had to write it up, I could barely get through the alley. It is an ongoing issue.

Moermond: can you describe more. I'm looking at a photograph and seeing what looks to be a white structure with a door on it. Is that what I'm supposed to be seeing?

Seeley: no, the makeshift trailer parked in the alley and I couldn't get through. There was a trailer in the yard.

Moermond: to the right of the garage in the photos?

Seeley: yes. It is still there today.

Moermond: ok, just centering myself on the photograph. Why are you appealing Mr. Getty?

Getty: I had no idea that Ms. Seeley was speaking of two trailers. The order isn't clear at all. I thought the order was about the trailer in the alley. There is no photograph of the trailer.

Seeley: that is from the driveway.

Getty: there is no photograph so I had no idea you were speaking of it.

Seeley: the language says to empty overflowing trash containers, which is the photo on the order and to remove the trailer with the improper storage in the driveway. You can only include one photo on the Summary Abatement Order.

Moermond: on the far righthand photo in the photo on the Summary Abatement Order, is that the trailer your referring to? Or is it someone else?

Seeley: no, it is in the driveway. In front of the garage. The orders say driveway. If it was alley I would have wrote alley.

Moermond: so the note says photo may not show all areas that need to be abated, that speak to that.

Getty: did you say you went and opened the door to the trailer and looked inside?



Seeley: did I open a door? No. I didn't open any doors.

Getty: let me see what it said.

Seeley: I sent a police officer out the day the trailer was blocking the alley. They may have looked inside but I did not.

Getty: I was under the "apprehension" you specified the one in the alley.

Moermond: the orders you issued, Ms. Seely, pertain to what is on his property proper or what is in the alley?

Seeley: this specifically says in the driveway. Same trailer I took photo of today. Still in the driveway.

Moermond: so we aren't talking about the trailer in the alley?

Seeley: the trailer is gone in the alley now.

Getty: was that part of your concern?

Seeley: my concern are the trailers that keep coming back. As far as a makeshift trailer, police will be towing that if it is blocking the alley, or on the property.

Getty: why would you tow it if it is properly licensed?

Seeley: because it is not a proper trailer.

Getty: why would the State have licensed it if it wasn't proper?

Seeley: we are not discussing that today.

Getty: my understanding is the abatement is stayed while the appeal is being conducted.

Moermond: yes, what does that have to do with this? We're conducting that right now.

Getty: I just wanted it clear why she was out taking photos.

Moermond: often it is to prepare for the hearing.

Getty: I didn't understand the trailer was part of the abatement. That was to have been removed this weekend? That I'm not responsible for although it was on my property. The tenant I'm in the process of evicting promised me it would be removed yesterday, Monday, and he is nowhere to be found. I would like to have to the end of this week, including this weekend, to have it removed.

Moermond: I don't have a concern with that.

Getty: as far as the one in the alley that's the same individual. I said he was blocking the alley and he did finally move it. I want to apologize, I misunderstood. The photo doesn't have a picture of the trailer. I thought it was the same trailer he had parked in the alley. I do want to apologize for not having attached the new plate to the vehicle.

*Moermond: you have time to do that still. I have to pick a date to put the item before Council. I'm going to say July 23. I'm going to ask Ms. Seeley to look on July 26 and we'll follow up July 27 and authorize the department to act July 28.*

**Referred to the City Council due back on 7/21/2021**

### **Making Finding Summary Abatement Orders**

- 9      [RLH SAO 21-51](#)      Making finding on the appealed nuisance abatement ordered for 855 THIRD STREET EAST in Council File RLH SAO 21-43.

**Sponsors:**      Prince

*The nuisance is not abated.*

*Paris Getty appeared via phone*

*Moermond: we are talking about 2 things today. We are following up on the previous order on the black Mitsubishi. We had a deadline for that to be addressed. Then you filed an appeal on July 6 on the trailer so we will talk about that as well. [Moermond gives background of appeals process] We will talk about the follow-up on the car, and then the trailer.*

*Staff report by Supervisor Paula Seeley: the Mitsubishi is still there with front end damage and 2020 tabs on it.*

*Getty: I did purchase new plates for it and I haven't installed them.*

*Moermond: and what is the delay there?*

*Getty: well it is plates, not tabs. Since it was missing one. I have to put a new plates on the car.*

*Moermond: and what about the damage?*

*Getty: what about it?*

*Moermond: does it run?*

*Getty: oh, of course.*

*Seeley: the headlight is out.*

*Getty: I don't think so.*

*Seeley: it is missing a light on one side.*

*Getty: it is broken but it lights up. Why would you want to be concerned about that anyhow? That's a matter for the motor vehicle division.*

*Seeley: we write up ordinances it has to be operatable.*

*Getty: what ordinance are we talking about Paula?*

Seeley: we are talking about chapter 163 of the State Statute of Motor vehicles.

Getty: oh no, no, no. That's a State enforcement matter Paula.

Moermond: Mr. Getty, in this hearing it is Ms. Seeley. We are in a hearing setting and I would like us to not engage an argument. Let's approach this more civilly. Ms. Seeley is saying she is concerned about the damage. You are saying you don't think there is damage and if there is it isn't something the City should concern itself with.

Getty: I think that's accurate. I don't see anything in state statute requiring the vehicle to be in pristine condition and as long as both lights work on the front that's all that's required.

Moermond: I don't hear her saying pristine condition.

Getty: I don't think the original order addressed the damage, just the fact it didn't have tabs.

Moermond: that would have been my next sentence had you allowed me to finish. You didn't meet the deadline.

Getty: when was the deadline?

Moermond: the Council granted you to July 9, 2021. That came and went and the work wasn't done. My job today is to review the work.

Getty: when was July 9?

Moermond: Friday. Do you have a calendar?

Getty: not in front of me.

Moermond: today is Tuesday. July 9 came and went. The issue wasn't addressed, and still isn't, it sounds like. This goes to Council next Wednesday July 21. Ms. Seeley is authorized July 22 to take enforcement action if the tabs haven't been addressed by then. My understanding is—

Getty: I assure you it will be addressed later this afternoon.

Moermond: please let me finish. Ms. Seeley, your enforcement would be what in this situation?

Getty: I would do an excessive consumption or if Officer Tharalson said yes it isn't drivable due to the damage and the light--

Getty: OH NO! Oh no, it is drivable. Don't you go there Ms. Seeley. You have no authority to issue any kind of citation.

Moermond: I want the tone of this to change. I made a finding consistent with where you were at; that the original Summary Abatement Order only mentioned tabs. That's where we are at. We have established if she wants to issue an additional order based on damage and that will be litigated separately. Right now you understand the expectation. You blew the first deadline; I will report that to Council as is my job. That will be next Wednesday, the department is authorized on Thursday. We are moving

onto the trailer.

Getty: excuse me!

Moermond: no. I won't revisit that. No. Moving onto the trailer.

Getty: I would like to raise an exception for the record please.

Moermond: you can do that in writing.

Getty: I beg your pardon?

Moermond: you can do that in writing.

Getty: you won't allow me to address this? That seems inconsistent with the open meeting law.

Moermond: that is about announcing whether a meeting is occurring. I am not an elected body.

Getty: the license will be on the vehicle, front and rear. Had I had the wherewithal and ability to apply them on Friday I would have done so.

Moermond: Ms. Seeley, staff report on the trailer please.

Seeley: it was written because there was another trailer full of scrap metal, various debris, and improper storage in the driveway. The makeshift trailer was back in the alley so I wrote that up. I had to write it up, I could barely get through the alley. It is an ongoing issue.

Moermond: can you describe more. I'm looking at a photograph and seeing what looks to be a white structure with a door on it. Is that what I'm supposed to be seeing?

Seeley: no, the makeshift trailer parked in the alley and I couldn't get through. There was a trailer in the yard.

Moermond: to the right of the garage in the photos?

Seeley: yes. It is still there today.

Moermond: ok, just centering myself on the photograph. Why are you appealing Mr. Getty?

Getty: I had no idea that Ms. Seeley was speaking of two trailers. The order isn't clear at all. I thought the order was about the trailer in the alley. There is no photograph of the trailer.

Seeley: that is from the driveway.

Getty: there is no photograph so I had no idea you were speaking of it.

Seeley: the language says to empty overflowing trash containers, which is the photo on the order and to remove the trailer with the improper storage in the driveway. You can only include one photo on the Summary Abatement Order.

*Moermond: on the far righthand photo in the photo on the Summary Abatement Order, is that the trailer your referring to? Or is it someone else?*

*Seeley: no, it is in the driveway. In front of the garage. The orders say driveway. If it was alley I would have wrote alley.*

*Moermond: so the note says photo may not show all areas that need to be abated, that speak to that.*

*Getty: did you say you went and opened the door to the trailer and looked inside?*

*Seeley: did I open a door? No. I didn't open any doors.*

*Getty: let me see what it said.*

*Seeley: I sent a police officer out the day the trailer was blocking the alley. They may have looked inside but I did not.*

*Getty: I was under the "apprehension" you specified the one in the alley.*

*Moermond: the orders you issued, Ms. Seely, pertain to what is on his property proper or what is in the alley?*

*Seeley: this specifically says in the driveway. Same trailer I took photo of today. Still in the driveway.*

*Moermond: so we aren't talking about the trailer in the alley?*

*Seeley: the trailer is gone in the alley now.*

*Getty: was that part of your concern?*

*Seeley: my concern are the trailers that keep coming back. As far as a makeshift trailer, police will be towing that if it is blocking the alley, or on the property.*

*Getty: why would you tow it if it is properly licensed?*

*Seeley: because it is not a proper trailer.*

*Getty: why would the State have licensed it if it wasn't proper?*

*Seeley: we are not discussing that today.*

*Getty: my understanding is the abatement is stayed while the appeal is being conducted.*

*Moermond: yes, what does that have to do with this? We're conducting that right now.*

*Getty: I just wanted it clear why she was out taking photos.*

*Moermond: often it is to prepare for the hearing.*

*Getty: I didn't understand the trailer was part of the abatement. That was to have been*

*removed this weekend? That I'm not responsible for although it was on my property. The tenant I'm in the process of evicting promised me it would be removed yesterday, Monday, and he is nowhere to be found. I would like to have to the end of this week, including this weekend, to have it removed.*

*Moermond: I don't have a concern with that.*

*Getty: as far as the one in the alley that's the same individual. I said he was blocking the alley and he did finally move it. I want to apologize, I misunderstood. The photo doesn't have a picture of the trailer. I thought it was the same trailer he had parked in the alley. I do want to apologize for not having attached the new plate to the vehicle.*

*Moermond: you have time to do that still. I have to pick a date to put the item before Council. I'm going to say July 23. I'm going to ask Ms. Seeley to look on July 26 and we'll follow up July 27 and authorize the department to act July 28.*

**Referred to the City Council due back on 7/21/2021**

- 10**     [RLH SAO 21-53](#)     Making finding on the appealed nuisance abatement ordered for 1941 STANFORD AVENUE in Council File RLH SAO 21-49.

**Sponsors:**     Tolbert

*The nuisance is not abated.*

*No one appeared*

*Moermond: the inspector went by yesterday and took photos. The raised garden beds still exist, and the condition which would allow them to continue to be there to September 1 has not been met. Those conditions were that she mow the grass and clean up the tarp and shovel and compost bags laying around the yard. Therefore the conditions were not met. I recommend the Council find the nuisance was not abated and authorize the Department to move forward with abatement. This will go to Council Wednesday, July 21. The Department can act after that to clean that boulevard up and mow if necessary.*

**Referred to the City Council due back on 7/21/2021**

## **11:30 a.m. Hearings**

### **Orders To Vacate, Condemnations and Revocations**

- 11**     [RLH VO 21-29](#)     Appeal of Elisa Sloves to a Correction Notice-Complaint Inspection (which includes condemnation) at 1619 UNIVERSITY AVENUE WEST.

**Sponsors:**     Jalali

*Layover to LH July 27, 2021 at 11:30 am. Property to have full Fire C of O inspection prior to July 27, 2021.*

*Elisa Sloves, owner, appeared via phone  
Ryan Kaess, attorney o/b/o tenant, appeared via phone*

*[Moermond gives background of appeals process]*

*Moermond: this was on my agenda last week, but there was a request by Ms. Sloves to continue it. Presumably to retain you. I was happy to do that on condition the condemned building is not used.*

*Staff report by Supervisor Jim Perucca: is a B occupancy, primary occupancy, listed is beauty/barber shop. It is a two story, one basement level, 4900 square feet. It does have a fire alarm system and is partially sprinkled. We had responded to a complaint generated by the Saint Paul Police Department, most recently June 24, 2021 about a disturbance at this location. This is the latest in a number of complaints dating back almost exactly a year, to July 14, 2020 with use of this building unauthorized under this occupancy type. The most recent complaint we had two St. Paul squads that responded to a report of a disturbance at about 4:19 am. They observed a high volume of street traffic near the address and also in two parking lots adjacent behind the address. Officers did check on multiple individuals who were sleeping or passed out in parked vehicles. They did welfare checks and they smelled strongly of marijuana and alcoholic beverages. They approached someone saying they were leasing the unit from an Asian female and running a social club at this address, which is a club for Muslim members to pay into and watch sports and play cards. Its open from 12 noon to 6 or 8 pm. There is no liquor and no money is exchanged for paying cards. He said he was short on money this month and allowed the space to be rented for an afterhours event. They observed at 4:19 am there was a large amount of foot traffic, approximately 30 individuals. The male stated there was 2 security officers in charge. The police did observe 2 large males who appeared near the doors but did not stop anyone coming or going. St. Paul Police Department asked to see the interior but male was hesitant and said it was rented. The officers observed dancing lighting inside though they didn't make entry. They did appear there were highly intoxicated individuals. At a minimum they were allowed to be brought in and consumed. They also observed marijuana use on the upper balcony. They asked if they could hire St. Paul Police at the event and they were told it was unlikely to be approved.*

*Kaess: before we get to the history I would like to confirm this is one complaint?*

*Perucca: yes, one complaint from St. Paul Police. Going back a years' time. DSI was investigating a social club in St. Paul with an indoor smoking area that didn't meet zoning requirements and they were charging customers to smoke indoors essentially. This is quite lengthy.*

*Moermond: I actually heard an appeal, which is of record, October 13 which was continued to November 3, 2020 by Mr. Alan bell. It was for pretty much the same reason we are talking about now. He wanted to use the space for purposes for other than which it had been approved. We had a lengthy conversation about that process of being approved for alternative use under building code. He wanted an assembly use; he described a proposal of an "incubator space" with variety of businesses using the space for different purposes. That assembly use has a different set of requirements than the beauty shop. Is that fair Mr. Perucca?*

*Perucca: yes.*

*Kaess: this Alan that you're talk about, that's at 1619?*

*Moermond: that's 1619 University Avenue West.*

*Kaess: my client has only been renting the place a month.*

*Moermond: Elisa Sloves?*

*Kaess: Abdul Abdi. He's only been in there a month or two. We're in the process of trying to change it to assembly which would allow it to be a Muslim social club.*

*Moermond: who are you representing?*

*Kaess: I represent the tenant who is renting the space.*

*Moermond: ok.*

*Kaess: my client is a Muslim social club.*

*Moermond: the point is whether it was an issue in the past. I was clarifying it had been a problem in the past. I understand it didn't involve your client. Is it an ongoing issue at this location? The answer is yes.*

*Perucca: for the record back in November Mr. Bell did apply for a change in use but has since been stagnant. Our staff needed more information and none was provided. No action there as far as change in use. I don't see another one in process in our system, if there is a new client the only documentation I have is Alan Bell. It may be sublet to a different person. I don't have that documentation. Having said that, past history has shown that DSI is dealing with the illegal use as a hookah lounge back in July through November. The most recent complaint of a pop-up nightclub was February 12, 2021. This was also investigated by licensing and fire inspection. That brings us to the current complaint, forwarded by the St. Paul Police. We believe that with the history at this location and the most recent use that this is not only improper and illegal occupancy but also dangerous to any occupants that are in attendance. Haven't given the square footage of 3,900 square feet the maximum occupant load would be 326 people. That has not been reviewed as far as having adequate fire and exiting protections.*

*Moermond: Mr. Perucca, when is the last time inspectors were inside to see the premise?*

*Perucca: we made a visit recently, July 1, 2021 but didn't do a full inspection. That was just for the condemnation. We met with the owner and a second party also was present. If I could add, the fact that we've had essentially complaints as a public nuisance, intoxication, smoking of marijuana, would certainly add a public risk component and grounds for condemnation.*

*Moermond: Ms. Sloves, you are the appellant, you indicated when you filed "no notice, no violations, no entry by police." Why are you appealing and what are you looking for?*

*Sloves: when I saw that condemned notice I got scared and wondered why. There's nothing wrong with the building. Then I talked to the tenant, Abdul, who went me the picture and explained to me that they just told him that and he doesn't understand why. I called Sebastian Migdal. He said that they found broken glass in the parking lot. That's the parking lot. When I was in there and it was a salon we cleaned the parking lot every day. A lot of homeless people sleep there and make a lot of messes. We cleaned it every day. Now there is no one there and it is still the same. It is always a mess. No one is watching that neighborhood. I asked Abdul what they did. He said they don't smoke marijuana or do alcohol. I asked for a meeting with Mr. James and*



*Mr. Migdal: We've known each other a long time. Anyways, I was trying to say I did not get a notice about what was happening in the building. There was no notice that there was a complaint from the neighborhood. I never got a complaint. Usually when there is a complaint on your property they let you know so you can fix it. I never got one, even with Alan there. Alan Bell was all during the pandemic year. Not much was happening that's why they couldn't pay me. There was no business. Mr. Abdul just rented it April 1. May it was vacant because it was Ramadan. They only started in June, and it was under construction. When Mr. James and Mr. Sebastian were there they saw it was under construction. my building is posted condemned right now, if I want to sell it isn't a good thing for me.*

*Moermond: do you have a copy of the police report?*

*Sloves: no, I didn't receive anything. The police saw my tenant and it was posted right away.*

*Moermond: and you understand that at 4:19 in the morning that isn't something the police department will do. So that isn't a concern of mine*

*Kaess: I think you need to be aware I have been retained and we are in the process of getting the occupancy changed to an assembly. I don't know that we have to. It is a social club, noon to six. He did make a mistake and rent it out after hours. You can't use that one instance to say that is what is going on there. It is a social club for Muslim men. There is no marijuana and no alcohol. There are hookah pipes which is legal. The reason there is nothing submitted is we are looking into it and I was just retained this weekend. I am hoping these complaints are coming from an appropriate place and not the fact it's a Muslim hookah bar. It is troubling me, Mr. Muhamad has only been renting it a month, and is now suddenly looking at serious issues. This is the process we're going through and we are still gathering information. Our intent is it is a Muslim social club open noon to 8 with legal hookah smoking but no alcohol or recreational drugs.*

*Moermond: can I clarify your client's name? You said Mr. Abdi at first and then Mr. Muhamad.*

*Kaess: my client is Abdul Mohamud. The tenant.*

*Moermond: he is leasing the space.*

*Kaess: he has been there a couple months, yes.*

*Sloves: not even.*

*Moermond: to put your mind at ease. The assembly use of this space has been a chronic problem and not new to Mr. Mohamed's occupancy. I don't know if the late-night use has been. It doesn't appear to be connected to his group's use and there has been a lesson learned. As far as a change in occupancy. There does need to be. If you have an assembly use there are different issues with the swing of the doors, the need for bathrooms, the way the walls are constructed. Those are different from a salon, warehouse, an assembly. They all have different expectation in the building code. Change in use would require a determination by the Building Official that appropriate modifications have been made to address the needs of the proposed use. The business wanting to make the change would consult with a designer of record to design the space so it meets code expectation for the proposed use. Once those have*

been approved by the Building Official by way of building permit application it can be used for that new use. Mr. Perucca, can you add any necessary details?

Perucca: you covered much of the process. I will mention that any change in use would be to the current 2020 Minnesota State Building and Fire Codes. Considerations to be made are fire alarm system, full sprinkler, number of exits, emergency lighting. Building code takes into account any ADA access required along with SAT charges that may be reviewed and determined with a new type of use. There also has to be zoning approval for that use in that neighborhood. That's all part of that process.

Moermond: there were a couple of staff people identified last fall who were aware of Mr. Bell's will to change the use. We can definitely flag this for them and they can pull their files on what's necessary to do this. They are familiar with the property. We can get that information to everyone so everyone is on the same page of expectation. I'm ok with a change in use here. My concern is the building is constructed in a way that is safe for its users and making sure that is the case. Mr. Perucca, where are we at with the C of O for this structure with it being condemned?

Perucca: the condemnation being stayed is the factor. It can still be used as a B occupancy should you determine that is appropriate.

Kaess: my belief is the C of O is for a business.

Perucca: yes.

Kaess: it has to be used as a business under business occupancy groups.

Perucca: yes, and a social club is one but is limited to under 49 participants.

Kaess: and that's what I'm saying. It may be appropriate. The change may not be necessary

Perucca: it would appear that the occupancy load has been exceeded in many cases. Whether it is to a sublet group or not the responsibility goes back to ownership. The use of alcohol, even though not directly tied to a men's social club, would be required for any type of groups subletting. I would caution as far as indoor smoking that the Minnesota Indoor Clean Act prohibits such activities, as well as the Ramsey County indoor clean act as enforced by the Minnesota Department of Health.

Kaess: I am familiar with that. I was the lawyer for the only legal indoor smoking location in Minnesota. My intent is to ascertain whether the change is something my client needs. As far as alcohol, this was a sublet. Going forward my client won't be doing that. It will be a Muslim social club for men. No alcohol. And I'm familiar with the smoking regulations in the state, as far as the hookah.

Moermond: my concern is that we get the building inspected. We have a complaint-based inspection which looks at the problem as related to the sublet. I would like to have a Fire C of O inspection and make sure we have a space that is certifiable for its intended use. If it is, then we can have that C of O in place and ready to be used for that purpose. I think we need to hit the reset button now because of all of the variety of things going on. I'm not feeling comfortable that things are set up as they were in the past. It is probably due for a good walkthrough to make sure a C of O can be issued for the space for that purpose. Mr. Perucca, do you have staff available to do that full inspection?

*Perucca: yes, we can make that arrangement for the near future.*

*Moermond: that would be great because that would give me the assurance they could move forward and under what circumstances. That would be number of people, what expectations are, and if there will be something different what that would involve. Accurate measurements and discussions based on that. The question is who wants to be present for that inspection and how that is coordinated. How would you like to proceed Mr. Perucca?*

*Perucca: I can include the ownership and if I can get the contact information for the current renter, or any other parties they would like and are available.*

*Moermond: hopefully that can be done in the next week? Or would 2 weeks be better? Mr. Kaess, this would have to do most with your client's ability to use the space more quickly.*

*Kaess: two weeks.*

*Moermond: I will lay it over for two weeks for that write-up to occur. Ms. Sloves, to address your concern, what I will say is that right now during this appeals process remove the condemnation placard from your building. Give me a handshake you won't reoccupy until it is resolved.*

*Sloves: absolutely.*

*Kaess: I will advise my client not to use the space until this is sorted out.*

*Moermond: so that can come down. We'll talk in 2 weeks' time.*

**Laid Over to the Legislative Hearings due back on 7/27/2021**

## **1:30 p.m. Hearings**

### **Fire Certificates of Occupancy**

- 12**     [RLH FCO 21-82](#)     Appeal of Terry Hopkins, Americold LLC, to a Fire Inspection Correction Notice at 236 and 240 CHESTER STREET.

**Sponsors:**             Noecker

*Layover to LH September 21, 2021 for further discussion. PO to submit preliminary plans for compliance by noon on September 14, 2021.*

*Lucas Pangle, attorney o/b/o Americold LLC, appeared via phone*

*Moermond: we are following up on 236 and 240 Chester. My understanding is you have hired a consultant who had reached out to talk to Mr. Perucca and Ms. Weise?*

*Pangle: we had a big meeting on the phone last Friday. I thought we had a good discussion about things we can do in that building. We have a consultant as well as our internal engineers to do a "white paper" that Ms. Weise can review.*

*Moermond: that's more than I understand from my conversation with Ms. Weise*

yesterday. Mr. Perucca?

Perucca: we would entertain any kind of proposals and make the review or the document that the fire protection engineer would like to pose as an alternative means of compliance.

Moermond: oh, a forthcoming item. I thought you meant it had been put forward.

Pangle: no ma'am. Sorry if that wasn't clear.

Moermond: we'd like a preliminary plan in their hands in 60 days, to September 14 for their review. We will set this up for hearing with me on September 21. They will have a week to review and ask and have answered questions back and forth if needed. That's the expectation on my part.

Pangle: that will work. Anything we can do in the meantime to show progress we are happy to do.

Moermond: any ongoing communication with plans with the department would be great. Mr. Perucca, would you add anything?

Perucca: no. I hope to have the opportunity to look at proposals. If there is an opportunity for more time for review before the 60 days it would be desirable.

Moermond: so if it comes in sooner it makes it easier for staff, but at least a week.

**Laid Over to the Legislative Hearings due back on 9/21/2021**

**13**     [RLH FCO  
21-107](#)

Appeal of Larry Kuenster to a Fire Certificate of Occupancy Approval with Corrections at 1126 LINCOLN AVENUE.

**Sponsors:**        Noecker

Layover to LH Tuesday, July 20, 2021 at 1:30 for further discussion. Staff to follow up on potential City assistance.

Larry Kuenster, owner, appeared via phone

Moermond: in a lot of cases like yours I may need additional information before I can give a recommendation. Sometimes I need more information before landing the plane.

Staff report by Supervisor AJ Neis: this is a very unique situation. This is a Fire C of O approval with corrections by me and Inspector David Smith. He did the full c of O and found it overall code compliant and in good condition but he did note the basement just didn't look right as far as being a third unit. He spoke to me about what he saw. I asked some questions regarding the conditions and determined it wasn't a legal third unit. I was in contact with a representative from ownership to go take a look personally. I did go out and determine this was a legal duplex but should have never been used as a triplex. Several red flags including lack of fire rated doors, you have to enter through a basement with a boiler and laundry room. That is acceptable in a duplex but not a triplex. The way the electrical was split didn't have a separate panel for each unit. I did find a building permit from 1992 and this is what was supposed to have been done with the unit. It was pulled for a duplex to add a bedroom int the basement, lights, window, bathroom, and an open rec room. This was finaled. Essentially that's what is down there except they have added appliances including stove and fridge and sink which

*wasn't permitted and turned it into a third unit. That's where we are sitting. It has passed previous inspections as a third unit. I don't know how. I am sure it will be brought up and I don't have that answer. We signed off on it apparently.*

*Moermond: one thing I notice, when was the building permit pulled?*

*Neis: July 22, 1992. It was finalized on November 2, 1992. 19 years ago.*

*Moermond: that's 29 years ago. We have to work on your math skills AJ. Another question, looking at when this got its first C of O? It appears that occurred in 2008 and it didn't have a Fire C of O before that. My understanding is triplexes have had to have Fire C of O's since at least 1980 but duplexes only had that requirement since 2007.*

*Neis: 1983 for 3 or more units. March of 2007 for 1 and 2 family units.*

*Moermond: and this got its first C of O in April of 2008. I can't tell looking at the invoice what the number of units are based on that. Just some background there.*

*Neis: it came into our office in March of 2007 as a 2-unit building. For whatever reason the inspectors didn't mention it was a 3 unit, they always put it was a 2 unit.*

*Moermond: I am reading that people are operating of good will and good intent through this. Meaning you and the inspectors. I'm getting that everyone is trying to do the right thing and how to get ourselves there. I'm trying to do this open hearted.*

*Kuenster: my wife and I bought it in 1998 as a 3-family unit. There were renters in the basement unit. Fast forward the inspection I thought was 2007 and the next 2014. Ever since the property taxes have reflected the additional space and the third unit. I don't know where they get the trash information from but we have 3 for that too. A lot of people have recognized it as a third unit. I agree that I want to be above board like when I got the last notice it said May 3 something like "deficiency you cannot rent it". I'm trying to rent it as soon as possible as a third family unit.*

*Neis: the reason why the letter was written that way is because there is currently no life safety deficiency since it is unoccupied. No violation exists as long as it remains vacant.*

*Moermond: so we have some inconsistencies in the public record, and some consistencies. We have a number of places where it is vague. Some places where it is labeled cleanly as a duplex and the County said its platted for 3 family. Mixed messaging if you will. I see where you're coming from. What I'm wondering, Mr. Neis, were this to be a proper triplex, setting aside the previous sign offs on it, what is different from how it is now to how it should be? Zoning issues? Fire separation issues? What did you notice in your inspection?*

*Neis: number one, before we can make any determination it would have to get zoning approval. If it could be allowed we've crossed the biggest hurdle. Then we go through the change of use, technically the building codes change from residential to building code. They dramatically change when going from a 2 unit to 3-unit building. That's where inspector Smith and I got those red flags. Fire separation between laundry and boiler room is one of the biggest issues. Fire rated doors on the individual dwelling units. That's for all 3 units. You would need to separate the electrical so the tenants can manage their own breakers and have 3 separate meters to pay their bills. That gets done on a code analysis and approved by the Building Official.*

*Moermond: We're talking money and time. I was looking at financing opportunities the City may have in terms of grants and tax credits to get the Kuenster family over the hump to get it safe and online. How can we make it less painful if they aren't getting rent for a few months? I really would like to connect them with some financing and figure out what can be done to make this work. With it unoccupied I don't feel comfortable saying to the Council that yes, it can be reoccupied without the proper fire separations. I know it has been occupied that way. Because there was a past mistake doesn't mean we can move forward it now. We should be figuring out as a City how to make this right with the family. There is a willingness by them to get it right. We should be able to help them access affordable resources or grants to get to the other side. I know you didn't intend to create this situation Mr. Kuenster. You got there through no fault and no exploitation of people. I have a great deal of sympathy with where you are at. I'd like to speak to the Ward 2 Legislative Aide and someone from housing with PED to look at this and see what they could do to help you. Would that be ok with you?*

*Kuenster: sure. and I don't want to make it a big deal. Any suggestions you have, I will do.*

*Neis: this property has had a long history of being well maintained. We have never had a complaint since it has been in the C of O program. It has always been a class A building. I have nothing but respect for a landlord like Mr. Kuenster.*

*Moermond: I know you want to get it rented and I'm putting a pin in that. I'm going to lay this over for a week and reach out and get some staff to help on this. Is the best number to reach you at this one we called?*

*Kuenster: yes.*

*Moermond: the Legislative Aide is Taina Maki, I don't know who from housing will reach out. There are a few programs. Adding a unit from the City's perspective is great because we need more housing. This is a positive good moving forward and I'm thinking they would want to make themselves available to help. I'm going to do that and see if we can't get something rolling, and then talk with you again next week.*

*Kuenster: that would be great.*

*Moermond: I feel terrible you find yourself in this circumstance. I'm kind of stuck with an empty space and not being able to reoccupy it in good faith. Especially the critical fire separations.*

*Kuenster: one of the things that I'm thinking about is, let's say I move forward and got financing, for the zoning approval do I have to knock on my neighbor's doors?*

*Moermond: I'm going to leave that to zoning because I'm not sure. There have been code changes.*

*Kuenster: that's fine. Don't worry about it.*

*Moermond: I don't want to answer and be wrong and lead you down the wrong path. We will give you a zoning person as a contact in our follow up letter.*

**Laid Over to the Legislative Hearings due back on 7/20/2021**

**2:30 p.m. Hearings****Vacant Building Registrations**

- 14     RLH SAO             Appeal of Mark Eveland, on behalf of Charles Bastel, to two Summary  
21-55                         Abatement Orders at 1372 VICTORIA STREET NORTH.**

**Sponsors:**             Brendmoen

*Grant to August 1, 2021 for orders related to tree removal and fence removal/repair;  
Grant to August 6, 2021 for orders related to raccoon infestation; grant to September  
1, 2021 for garage nuisance abatement.*

*Mark Eveland, o/b/o Charles Bastel, appeared via phone  
Charles Bastel, owner, appeared via phone  
Barbara Ward, neighbor, appeared via phone*

*Moermond: we have Mr. Matt Dornfeld on the line, Mr. Mark Eveland from Radius  
Health representing Charles Bastel, who I hear in the background. We have the  
request from the neighbor Barbara Ward to be a part of this conversation. We'll try her  
again.*

*[Barbara Ward was called in]*

*Moermond: this is a telephone hearing regarding 1372 Victoria and orders issued. This  
is a public hearing so people who want to speak will be heard. [Gives background of  
appeals process]*

*Staff report by Supervisor Matt Dornfeld: would you like a brief background, or since  
we're all conformable with the issues do you want those?*

*Moermond: people reviewing the file may not know.*

*Dornfeld: we've been dealing with this file for about 20 years. We got our first  
complaint back in 2001. Since that time obviously we have used every tool in our  
toolbox to come to some solution here. Correction notices. Summary abatement  
orders. Work orders and abatements. Tow orders on vehicles. Excessive consumption  
fines. The property was condemned, vacated, the property owner brought to Regions  
on multiple occasions for mental health evaluations. Had a full Code Compliance done  
and was approved with corrections. Those corrections are what we are talking about  
today and have yet to be taken care of. We have used multiple Ramsey County social  
workers. Multiple police officers have spoken to him. He is physically and mentally  
challenged, with all due respect. He is in his early to mid-80's. He often becomes  
confrontational when we talk to him about these issues. In the last 10 years I've spent  
at least 50 hours with the property owner talking with him and trying to explain the  
issues and what we can do to move forward. I have a relationship with him and there is  
a humane element to this case. I won't go into that, but there is a humanity element  
there.*

*Moermond: that's evident by who is involved.*

*Dornfeld: lastly, the current issues we have orders on had a compliance date of July 7,*

*the work hasn't been done. A dead tree in the yard going into neighbor's property. Healthy trees severely into the neighbor's property. Mr. Bastel has a garage of imminent collapse. He has a dilapidated fence being held up by rope and 2x4's. Both sets of cement steps are dilapidated, those aren't in the abatement orders because the City can't abate his steps. The last were the raccoon issues. I met with Mr. Bastel last week and I cannot see an entry point a raccoon can get into. His yard is filled with mature trees and I some close storm sewers so my feeling is those raccoons are sleeping in the sewers and coming out and hanging out on the roof or in the trees. I don't believe they have entered his home. Lastly, Mr. Bastel is elderly and had paid a contractor over \$26,000 to finish the work and that contractor didn't complete the work. He has stolen money from Mr. Bastel and skipped town during Covid and refused to respond to Mr. Eveland's calls and do the work. Mr. Bastel has paid for the work to be done and I want that on the record.*

*Moermond: Mr. Eveland, you have appealed on behalf of Mr. Bastel. What are you looking for?*

*Eveland: he has paid for the additional repairs. There wasn't anything about the trees. He paid for work on the garage and fence and that contractor has been uncooperative. He was paid \$40,00 and done about \$20,000 worth of work. We need to figure out some other means of doing this. Mr. Bastel has important things in the garage and he is concerned about what is going to be come of that property, particularly if the City hires someone to remove the garage. I don't think there are raccoons in his house. There is a dead tree. Trees need some work and garage is in rough shape.*

*Moermond: let's talk about the nuisance trees. What do you think, Mr. Eveland, about action there?*

*Eveland: he would have to hire someone to come and remove it. I don't know if the others can just be trimmed. Mr. Bastel is nodding he is willing to hire someone to do that.*

*Moermond: June 29 the City issued the order; it sounds like Mr. Bastel has not yet spoken to an arborist to do the work. Is that something you intend to do in the near future?*

*Eveland: he doesn't have a home so he is relying on me to help. I'm on vacation next week, but I could come the last week of July and assist him with that.*

*Moermond: I don't know if that's agreeable with me. When I look at it I am not sure, honestly, the amount of money a contractor would charge versus the City. That is the main determinant in that.*

*Eveland: there is or is not?*

*Moermond: I'm not sure if there is and it would be helpful to have a bid to know that. That would be great to get some bids. Tell me, Mr. Eveland, have you been in the attic?*

*Eveland: I have not.*

*Moermond: neither has Mr. Dornfeld but from exterior view he doesn't see an opening but did write orders on it. You indicated he needs to time to remove items from the garage?*



*Eveland: that is for Mr. Bastel to determine what he will do with those items. That's been an issue. I hope we can impress upon him today the City will act if he doesn't decide and he won't have that option.*

*Moermond: I'm assuming he is in fragile health and he would be hiring someone to help him with moving or saving things and putting them elsewhere. Is that correct?*

*Eveland: yes. He would have to hire someone. He cannot do it himself.*

*Moermond: with respect to the fence we are in a similar position. It needs to be repaired or those sections taken off the property*

*Eveland: it's a minor repair. One section put back and about 3 feet needs to be replaced.*

*Ward: from a physical standpoint where it impacts my house, the trees are a big issue. If a wind blows down the dead tree it lands on my house. If the living trees fall it will be on my roof. They are encroaching and it does present a problem for my roof and garage. The raccoons, the northeast corner of his house above the drain coming out, there are shingles missing and that's where I have film of the raccoons coming in and out at dusk. I last saw them Friday night. It's a mother and 3 babies coming out of this foot by two-foot hole in the shingles. They haven't been in my yard yet but they are there.*

*Dornfeld: from what vantage point can you see that?*

*Ward: standing on my deck now and I can see it.*

*Dornfeld: can you see it from Chuck's yard?*

*Ward: no, perfectly from my deck but not from his yard. It is right at the roof level.*

*Moermond: so Mr. Dornfeld your orders were correct and could be modified to state the north east corner above the drain. I think that level of specificity is something we could be looking to have an exterminator deal with. I'll leave that to you to pull apart from a code enforcement perspective.*

*Dornfeld: you certainly can't house raccoons. I didn't go on the neighbor's property to get that perspective. I did walk around his property. I've been in his house many times but never in the attic. If she does have photographs I certainly believe that statement. I wouldn't be surprised in the least to find a raccoon in there but I cannot confirm it 100 percent. It is fair to assume that is accurate.*

*Moermond: let's just put a bow on it and ask Ms. Ward if she will forward it to my office.*

*Ward: absolutely, not a problem.*

*Moermond: ok, we can put that into the record. Mr. Dornfeld, the issue of the raccoons in a summary abatement order. Those are typically used where we have a nuisance that if the property owner doesn't address it the City will. With raccoons in an attic, the extermination and house repair wouldn't be a public nuisance and undertake that effort. Infestations that affect multiple houses like rat problems the City will. What sort of*

action would the City take if he does not address that issue?

*Dornfeld: great question. I have yet to deal with this in my 23 years. I'd like to discuss that with Mr. Magner. I don't want to do that now on record.*

*Moermond: maybe talking to animal control as well?*

*Eveland: I did call animal control and they said they wouldn't help with it. I had to call an exterminator.*

*Dornfeld: and you need permission to enter the home I would imagine.*

*Moermond: I'm going to go back and talk about concerns of Ms. Ward. We talked about the entry spot for the raccoons and she will share that. Ms. Ward, any other comments?*

*Ward: you did mention the steps weren't going to be dealt with. I only bring this up because I represent the neighborhood and several houses are being put on the market and there is concern about how this property will affect that.*

*Moermond: the orders in front of me are summary abatement orders. Another way to say that is nuisance abatement orders, a public nuisance component. If Mr. Bastel doesn't act the City would correct them. The issue of the steps are issued via a correction order saying you have to fix them, but the City wouldn't replace or repair them if he fails to do that. it would be fees for inspections or other kinds of fines. The City would not repair or replace the steps to a house. That's a private matter. That's the distinction there. Mr. Dornfeld, are there active orders to repair the steps?*

*Dornfeld: yes. That goes all the way back to the code compliance inspection with corrections. I believe you ruled on that a year or two ago. It was part of that inspection. Mr. Bastel went through the process and got a code compliance finalized just with those corrections to the steps. It is in that order. We have everything covered for the most part. Like you said, other than fines and citations which don't work, we won't go repair the steps for him. That's the bottom line. We can fine and cite him but it isn't going to work. I wouldn't want to look at them either.*

*Moermond: any other comments Ms. Ward?*

*Ward: just the general disrepair. The trees. The raccoons. I do have concerns with Chuck's health and his ability to move around. He's been seen urinating in the front yard. There are things that occur. But right now it sounds like it is trees, raccoons, fence, and garage.*

*Moermond: yep. Mr. Eveland these are not new things, I understand that Mr. Bastel has been ripped off by this contractor. I don't know what steps have been taken in terms of getting these problem addressed and going after the contractor which doesn't solve the problem in front of us. I'm looking for some sense of what luck you've had with forward motion on these things so far.*

*Eveland: minimal, I will be honest with you. The main thing I'd like to help Chuck decide is what becomes of the items in the garage if the City moves forward*

*Moermond: if the City demos the garage, explain plainly the exact process in terms of bidding, custody of the property, all of it.*

*Dornfeld: I would ask for a second opinion but my opinion is that every single thing including the vintage Corvette in the garage is so watered down and rusted that there is nothing of real value of the garage. Before I issued a work order I'd like someone to agree with that, or disagree, but my personal opinion is everything in the garage with the exception of the Corvette is junk with no monetary value. It has been taking on water for 15 years. Maybe longer. I'm not a vintage car person but I'm sure at one point that car was amazingly beautiful and valuable. I think there's more sentimental than monetary value. But that's my opinion.*

*Moermond: I'm going to back up and say you are providing advice to the property owner to get an assessment on his own from someone he trusts about the value of the items in the garage. What should be salvaged and what should be junked. And I agree with that. City staff aren't there to provide legal advice. I want to tell you in cold terms what the demo process is. If, for example, I say the garage needs to be removed or repaired by September 1 to City Council, Mr. Dornfeld will, on September 1 tell me whether or not it has been removed or repaired. If it has not been removed or repaired Mr. Dornfeld will work with a colleague to put it out to bid to have independent demolition contractors bid on it. When they bid on that they also are dealing with having to empty whatever is in there. That is a part of what they will charge the City. If the garage is filled with 300 bags of garbage they will charge the City for the removal of that garbage plus the demo. So understand that is how that is treated. The whole thing is taken away by the demo contractor and the City charged for that cost. The bidding takes a couple of weeks, the City accepts a bid and then the contractor does their work. Garages don't take too long to get down and it sounds like there are things that need to be removed. I see the walls are listing so they will want to handle that gingerly in terms of deconstructing it. The cost for the removal will be charged to the property owner in the form of a special assessment on the property taxes. That assessment I would expect to run around \$2,000 to \$6,000. I do not know if that's what is happening now with Covid. Any hazardous materials abatement would also be an additional cost. If the City does that the cost could be financed over 5 years, which is the good part of it. It could go on the property taxes over 5 years which may be an advantage. Anything left in the garage is something the contractor needs to deal with.*

*Eveland: do you understand what she's saying Chuck? [Mr. Eveland explains to Mr. Bastel that he needs to make a decision]*

*Bastel: there's valuable property in there. It can be repaired. There is a boat made by my father.*

*Eveland: you need to make a decision then Chuck. Even if it is repaired something needs to happen to them.*

*Bastel: I can put it in a storage pod.*

*Eveland: and that can only be there 30 days, right Mr. Dornfeld?*

*Dornfeld: yes, it cannot be a permanent solution.*

*Eveland: you will have to have a garage rebuilt.*

*Bastel: I have a contractor.*

*Eveland: but you haven't talked to him.*

*Bastel: I go over there and he is on the job so I have to make arrangements to meet him.*

*Eveland: you need to do that.. [To Ms. Moermond:] I think he understands. Hopefully.*

*Moermond: I'm going to recommend the following: the dangerous and nuisance trees be removed, the fence be removed or repaired and the raccoons be removed and roof repaired and sealed by August 1. The evidence of the raccoon issue having been dealt with is going to be proof from an exterminator and contractor who will provide a receipt indicating the work was done in both cases. If Mr. Dornfeld and Mr. Magner have an alternate method for compliance I'm happy to look at that. The nuisance trees and fencing, if that hasn't been done, the City can deal with it. I am going to put a September 1 deadline on the garage. Decisions need to be made about moving forward and where to store things if they are going to be kept*

*Eveland: the fence, trees, and raccoons give me a minute. [talks to Bastel in background] The trees and raccoon and garage he'd like the City to have the tree removed and trees trimmed and fence repaired.*

*Moermond: and I'm not sure the City can do the raccoon removal. Hearing you'll have difficulty dealing with that by August 1. I am going to push that out to August 6.*

*Eveland: ok. [explains to Mr. Bastel he has to cooperate]*

*Dornfeld: the holes Ms. Ward is referencing, those holes need to be boarded or the raccoons will go right back in*

*Moermond: yes, those two things go together.*

*Eveland: that probably comes back to the contractor. Is it ok if Chuck and I come onto your property to look?*

*Ward: yes.*

*Moermond: so we have deadlines and expectations. You'll get a follow up letter on Friday.*

**Referred to the City Council due back on 7/28/2021**

**15 RLH VBR  
21-43**

**Appeal of Brad Kittleson, CSM Corporation, to a Vacant Building Registration Notice at 2344 ENERGY PARK DRIVE.**

**Sponsors:** Jalali

*Grant the appeal and release the building from the VB program.*

*Brad Kittleson, on behalf of CSM Corporation, appeared via phone  
Sherri Hanson, property manager, appeared via phone*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor James Perucca: the building is 66,000 square feet. Fully sprinkled, full alarm. Generator. Inspector Migdal was conducting his scheduled C of O inspection which was done on December 29, 2020. Noticed the building was vacant*

and unoccupied. At that time made the determination to revoke the C of O and held onto it to see if there was any additional movement from possible tenants. After six months he sent it to Vacant Buildings with a letter recently at the end of June 2021. All in all the building is in good repair and has had no issues property maintenance-wise.

Moermond: any code violations that would make it be categorized as anything other than category 1?

Staff report by Supervisor Matt Dornfeld: I was not the responding inspector here. Inspector Hoffman opened this file per that revocation of the C of O and made it a category 1. The appellant would avoid any team inspection responsibilities. I am in agreement this certainly not fall under even a category 1 at this point.

Moermond: I think that in my reading of chapter 43 of the Legislative Code it would have to be vacant for at least 365 days to even be a category 1 vacant building, therefore I recommend the Council grant your appeal and be released from the vacant building program.

Kittleson: we would appreciate that as I sent an email yesterday, this is a good building and we have hired two real estate companies to work together to get it re-leased. It was leased to MacAfee software and then to Fairview. It is a full building and in the pandemic it is hard to rent full buildings. This adjoins the neighboring building with a walkway between them and that walkway is now a fitness facility and the showers are in this building. Technically someone uses the building and we have maintenance people go 3 times a week. I would be happy to show you. It is pristine.

Moermond: that sounds great, I wish you well moving forward.

Kittleson: can we get our Fire C of O back?

Perucca: no one met the inspector on December 29 and that's when he noticed it was unoccupied. For it to be used in any way, whether it is locker rooms or whatever it is, it does need a valid C of O. So our inspector does have to do that inspection before that could continue since it has been revoked. If I can get current good contact information from you we can do that.

Kittleson: December 28 was a holiday plus a pandemic.

Perucca: we didn't stop working. We worked through the pandemic and holidays.

Kittleson: I understand that. we kept working too. I don't know if it came certified. It was really unfortunate circumstances. The other day when I went down to City Hall it says office closed on the door. We know things are not normal.

Moermond: I'm going to roll us back here. This letter is addressed care of Sherri Hanson and indicates the C of O was revoked and that is appealable. That contact info was given to the City by you folks. Were you to want to appeal that revocation that would have been the time. Wanting to get your C of O now is fantastic, reach out to your inspector. We have resolved the vacant building registration matter.

**Referred to the City Council due back on 7/28/2021**

**Sponsors:** Yang

*Waive the VB fee for 90 days (to September 24, 2021). If property has received its Fire C of O by Sept 24, grant the appeal and release from VB program.*

*Tony Hoong appeared via phone*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor AJ Neis: this was issued by Inspector Franquiz. C of O was revoked for long term noncompliance. This started back in October of 2020, multiple appointment letters sent, reschedules done. One of the issues was because the owner did say that the tenant had Covid so we were accommodating for that. As of March Supervisor Shaff had instructed Franquiz to revoke the C of O as unoccupied since the property was now vacant. That was in March. They were advised they would have time to comply in the revoked unoccupied status to not go in the vacant building program. We did give them additional time before referring it. That time has now passed so we have sent it to vacant buildings.*

*Moermond: when did you give them the additional time?*

*Neis: March.*

*Moermond: so vacant in March but didn't refer to vacant buildings until June.*

*Neis: right. March 21 per Leanna Shaff. Inspector Shaff was informed by the owner it was vacated and then she said we'll keep it as revoked and manage it since you had a problem tenant. We did that and it still didn't get done by the deadline so we referred it to Vacant Buildings.*

*Staff report by Supervisor Matt Dornfeld: the only thing I have to add is we opened a category 2 vacant building per that referral and we issued a Summary Abatement Order upon arrival for some junk and miscellaneous building debris and wood in the driveway. The last time I was out there we were not in compliance with that order. I did issue a work order but I put that on hold due to this appeal. I haven't been back since to see if they are in compliance. There could still be a mess in the driveway as we discuss this.*

*Hoong: all the facts mentioned are accurate. We appreciated the additional time. I did talk to Leanna and the goal was once the tenant was out to fix everything. We just missed rescheduling with the fire inspector to come out. Everything is completed and we would like someone to come back to inspect and have the Fire C of O reinstated.*

*Moermond: I am going to waive the vacant building fee for 90 days, to September 24. If you have your C of O reinstated by September 24, you are out of the Vacant Building program. You need to do that on the condition that the yard is cleaned up by the end of the week and no later. Deal?*

*Hoong: sounds great.*

*Moermond: you didn't appeal the summary abatement order for the yard so Mr. Dornfeld did you a solid. If I'm your neighbor I'm not feeling good about that.*

*Hoong: totally understand. I will do that.*

Referred to the City Council due back on 7/28/2021

- 17      [RLH VBR 21-41](#)      Appeal of Mary J. Kattar to a Vacant Building Registration Renewal Notice at 1904 PRINCETON AVENUE.

Sponsors:      Tolbert

*Waive the VB fee for 90 days (to September 14, 2021).*

*Steven Anderson, attorney, appeared via phone*

*Mary Kattar, owner, appeared via phone*

*Moermond: we are talking about the annual vacant building registration renewal for this property. [Moermond gives background of appeals process]*

*Staff report by Supervisor Matt Dornfeld: this has been in the vacant building program since July of 2007. I believe this afternoon the appellants are appealing the upcoming vacant building fee for 2021 to 2022 that was due July 12.*

*Moermond: Mr. Anderson?*

*Anderson: we're curious to determine given the overall situation at this property if it is in the process of being dropped? If that has any impact on whether or not this can be reduced or eliminated. Also curious as to if the fee has been double billed somehow. Is there an accounting error in the process where she has been billed twice? I don't have that information, Mary does. If she doesn't pay it and the house is dropped—*

*Moermond: when you say "dropped" you mean if the house is demolished?*

*Anderson: yes.*

*Moermond: ok.*

*Anderson: yes. You might remember this file.*

*Moermond: we have a couple of things to unpack here. Let's start with the question of double billing. My guess is that she may have that thought because a letter went out on June 14, but there would have been a follow-up warning letter when that original bill went unpaid. Let me check the system. It appears that this is the first letter that has gone out on this fee, which applies to 2021 to 2022. It also appears that every single vacant building fee prior to this one has been paid by assessment, so that may be throwing things off in terms of timing. Tax statements versus the original bill. There is a delay between those two things. I can do two things here. One thing I can do is put a 90-day waiver into place. That would take you to September 14. If that house is rehabbed or demolished and permits finalized the fee would go away entirely. If that doesn't happen the fee would continue to move forward. That would be in the form of an assessment. All assessments are appealable and as such can be decreased or made payable over a number of years. I can't, looking at a bill, decrease or prorate a bill. I can only do that for assessments. I would say let's do the 90-day waiver. If things are wrapped up, fantastic. If not, we can deal with it in the terms of the assessment and look at whether it makes sense to decrease or make it payable.*

*Anderson: that makes sense. Mary, how does that sound?*

*Kattar: that sounds good.*

*Moermond: I wish you a good rest of your day.*

**Referred to the City Council due back on 7/28/2021**